

<i>SERFF Tracking Number:</i>	<i>BEAC-125311932</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>The Employers' Fire Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026357</i>
<i>Company Tracking Number:</i>	<i>2007-PL-AR-FO-486</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>@vantage For - Government Risk Solutions</i>		
<i>Project Name/Number:</i>	<i>@vantage For - Professional Liability/2007-PL-AR-FO-486</i>		

Filing at a Glance

Companies: The Employers' Fire Insurance Company, OneBeacon America Insurance Company

Product Name: @vantage For - Government SERFF Tr Num: BEAC-125311932 State: Arkansas

Risk Solutions

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-026357

Made/Occurrence

Sub-TOI: 17.0000 Other Liability Sub-TOI Co Tr Num: 2007-PL-AR-FO-486 State Status:

Combinations

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: Sharon Kennedy

Disposition Date: 10/18/2007

Date Submitted: 10/05/2007

Disposition Status: Approved

Effective Date Requested (New): 12/05/2007

Effective Date (New):

Effective Date Requested (Renewal): 12/05/2007

Effective Date (Renewal):

General Information

Project Name: @vantage For - Professional Liability

Status of Filing in Domicile:

Project Number: 2007-PL-AR-FO-486

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/18/2007

State Status Changed: 10/08/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In accordance with the filing provisions in your state, we submit for your review the enclosed forms and endorsements, to add the following new supplements to our currently-approved OneBeacon @vantage program.

- @vantage for Policies – GRS Supplement – General Liability
- @vantage for Policies – GRS Supplement – Law Enforcement Liability
- @vantage for Policies – GRS Supplement – Public Officials Liability
- @vantage for Policies – GRS Supplement – Excess Liability

<i>SERFF Tracking Number:</i>	<i>BEAC-125311932</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>The Employers' Fire Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026357</i>
<i>Company Tracking Number:</i>	<i>2007-PL-AR-FO-486</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>@vantage For - Government Risk Solutions</i>		
<i>Project Name/Number:</i>	<i>@vantage For - Professional Liability/2007-PL-AR-FO-486</i>		

This comprises one in a series of forms/endorsements filings made this date to add the following new supplements to our currently-approved OneBeacon @vantage program. All of these filings arise from a desire to offer new products in the state, to be marketed to towns, counties, and other government or public entities. These filings are not intended to amend our previously approved @vantage filings for other lines. These products are designed to be sold in conjunction with the Auto, Property, Crime, and Inland Marine elements already available within @vantage.

This filing addresses the @vantage for Policies – GRS Supplement – Law Enforcement Liability and Public Officials Liability. Law Enforcement Liability is a proprietary product geared to address the unique liability risks faced by law enforcement agencies. Public Officials Liability is a proprietary product geared to address the unique liability risks faced by elected and management officials associated with government agencies. Previously-approved professional liability rates, rules, and forms for non-government entities are not impacted by this filing. The other supplements are being submitted under separate cover.

Rates and rating factors proposed for the supplement are based on information obtained from competitors' filings and actuarial and underwriting judgment. We believe them to be adequate, not excessive, and not unfairly discriminatory. The rates and rules applicable to these programs are being submitted under separate cover and identified by company filing number 2007-PL-AR-RR-487.

We propose an effective date of 5 December 2007 for this supplement.

Company and Contact

Filing Contact Information

Sharon Kennedy, Compliance Analyst	skennedy@onebeacon.com
One Beacon Lane	(781) 332-8190 [Phone]
Canton, MA 02021-1030	(888) 209-7219[FAX]

Filing Company Information

The Employers' Fire Insurance Company	CoCode: 20648	State of Domicile: Massachusetts
One Beacon Lane	Group Code: 1129	Company Type:
Canton, MA 02021-1030	Group Name:	State ID Number:
(781) 332-7000 ext. [Phone]	FEIN Number: 04-1288420	

SERFF Tracking Number: BEAC-125311932 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357
Company Tracking Number: 2007-PL-AR-FO-486
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: @vantage For - Government Risk Solutions
Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

OneBeacon America Insurance Company CoCode: 20621 State of Domicile: Massachusetts
One Beacon Lane Group Code: 1129 Company Type:
Canton, MA 02021-1030 Group Name: State ID Number:
(781) 332-7000 ext. [Phone] FEIN Number: 04-2475442

SERFF Tracking Number: *BEAC-125311932* *State:* *Arkansas*
First Filing Company: *The Employers' Fire Insurance Company, ...* *State Tracking Number:* *AR-PC-07-026357*
Company Tracking Number: *2007-PL-AR-FO-486*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *@vantage For - Government Risk Solutions*
Project Name/Number: *@vantage For - Professional Liability/2007-PL-AR-FO-486*

Filing Fees

Fee Required? *Yes*
Fee Amount: *\$50.00*
Retaliatory? *No*
Fee Explanation: *AR form filing fee = \$50.00*
Per Company: *No*

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/18/2007	10/18/2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Inverse Condemnation Exceptions	Form	Sharon Kennedy	10/15/2007	10/15/2007
Public Officials Coverage Form - Occurrence/Deductible	Form	Sharon Kennedy	10/10/2007	10/10/2007
Public Officials Coverage Form - Occurrence/Retention	Form	Sharon Kennedy	10/10/2007	10/10/2007
Public Officials Coverage Form - Claims-Made/Deductible	Form	Sharon Kennedy	10/10/2007	10/10/2007
Public Officials	Form	Sharon Kennedy	10/10/2007	10/10/2007

SERFF Tracking Number: *BEAC-125311932* *State:* *Arkansas*
First Filing Company: *The Employers' Fire Insurance Company, ...* *State Tracking Number:* *AR-PC-07-026357*
Company Tracking Number: *2007-PL-AR-FO-486*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *@vantage For - Government Risk Solutions*
Project Name/Number: *@vantage For - Professional Liability/2007-PL-AR-FO-486*

Coverage
Form -
Claims-
Made/Retenti
on

<i>SERFF Tracking Number:</i>	<i>BEAC-125311932</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>The Employers' Fire Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026357</i>
<i>Company Tracking Number:</i>	<i>2007-PL-AR-FO-486</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>@vantage For - Government Risk Solutions</i>		
<i>Project Name/Number:</i>	<i>@vantage For - Professional Liability/2007-PL-AR-FO-486</i>		

SERFF Tracking Number: BEAC-125311932 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357
Company Tracking Number: 2007-PL-AR-FO-486
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: @vantage For - Government Risk Solutions
Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Disposition

Disposition Date: 10/18/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Law Enforcement Coverage Form - Occurrence/Deductible	Approved	Yes
Form	Law Enforcement Coverage Form - Occurrence/Retention	Approved	Yes
Form	Law Enforcement Coverage Form - Claims-Made/Deductible	Approved	Yes
Form	Law Enforcement Coverage Form - Claims-made/Retention	Approved	Yes
Form	Exclusion - Sexual Abuse	Approved	Yes
Form	Exclusion - Specified Items	Approved	Yes
Form	Exclusion - Multi-Jurisdictional Task Force Participation	Approved	Yes
Form	Additional Insured - Designated Person or Organization	Approved	Yes
Form	Limitation of Coverage to Designated Premises or Operations	Approved	Yes
Form	Supplemental Extended Reporting Period	Approved	Yes
Form	Deductible Liability Insurance - Loss Only	Approved	Yes
Form	Arkansas Changes - Cancellation & Non-renewal	Approved	Yes
Form	Arkansas Changes - Transfer of Rights	Approved	Yes
Form	Arkansas Changes - Immunity	Approved	Yes
Form (revised)	Public Officials Coverage Form - Occurrence/Deductible	Approved	Yes
Form	Public Officials Coverage Form - Occurrence/Deductible	Approved	Yes
Form (revised)	Public Officials Coverage Form - Occurrence/Retention	Approved	Yes
Form	Public Officials Coverage Form - Occurrence/Retention	Approved	Yes
Form (revised)	Public Officials Coverage Form - Claims-Made/Deductible	Approved	Yes
Form	Public Officials Coverage Form - Claims-Made/Deductible	Approved	Yes

SERFF Tracking Number: BEAC-125311932 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357
Company Tracking Number: 2007-PL-AR-FO-486
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: @vantage For - Government Risk Solutions
Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Form (revised)	Public Officials Coverage Form - Claims- Made/Retention	Approved	Yes
Form	Public Officials Coverage Form - Claims- Made/Retention	Approved	Yes
Form	Exclusion - Liability for Wrongful Acts	Approved	Yes
Form	Exclusion - Liability for Employment Practices Offense	Approved	Yes
Form	Exclusion - Liability for Employee Benefits Administration	Approved	Yes
Form	Exclusion - Specified Items	Approved	Yes
Form	Exclusion - Designated Premises or Operations	Approved	Yes
Form	Exclusion - Lead Hazard	Approved	Yes
Form	Additional Insured - Designated Person or Organization	Approved	Yes
Form	Limitation of Coverage to Designated Premises or Operations	Approved	Yes
Form (revised)	Inverse Condemnation Exceptions	Approved	Yes
Form	Inverse Condemnation Exceptions	Approved	Yes
Form	Supplemental Extended Reporting Period	Approved	Yes
Form	Deductible Liability	Approved	Yes
Form	Arkansas Changes - Cancellation & Non-renewal	Approved	Yes
Form	Arkansas Changes - Transfer of Rights	Approved	Yes
Form	Arkansas Changes - Immunity	Approved	Yes

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Amendment Letter

Amendment Date:

Submitted Date: 10/15/2007

Comments:

The wrong form was attached to the Inverse Condemnation Exceptions under the Form Schedule. The correct form has been attached with this ammendment.

Sincerely,

Sharon Kennedy

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Inverse Condemnation Exceptions	GRSEO401	07 07	Endorsement/Amendment/Conditions	New			0	GRSEO401.PDF

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Amendment Letter

Amendment Date:

Submitted Date: 10/10/2007

Comments:

The following forms have been revised to correct a typographical error. Reference to "section IV Conditions " in the first paragraph of each form has been changed to "section VI Conditions."

GRSEO101 07 07

GRSEO101R 07 07

GRSEO102 07 07

GRSEO102R 07 07

Corrected versions of these forms have been attached. Please let me know if you have any questions.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Public Officials Coverage Form - Occurrence/Deductible	GRSEO101 07 07	07 07	Policy/C overage Form	New			0	GRSEO101(07-07).pdf

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Public Officials Coverage Form - Occurrence/Retention	GRSEO101R 07 07	07 07	Policy/C overage Form	New			0	GRSEO101R(07-07).pdf

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Public Officials	GRSEO102 07 07	07 07	Policy/C overage	New			0	GRSEO102(07-07).pdf

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Coverage Form
Form -
Claims-
Made/Deductible

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Public Officials Coverage Form - Claims-Made/Retention	GRSEO102R	07 07	Policy/Coverage Form	New			0	GRSEO102R(07-07).pdf

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Law Enforcement Coverage Form - 1 Occurrence/Deductible	GRSLE10 07 07	07 07	Policy/Coverage Form		0.00	GRSLE101(07-07).pdf
Approved	Law Enforcement Coverage Form - 1R Occurrence/Retention	GRSLE10 07 07	07 07	Policy/Coverage Form		0.00	GRSLE101R(07-07).pdf
Approved	Law Enforcement Coverage Form - 2 Claims-Made/Deductible	GRSLE10 07 07	07 07	Policy/Coverage Form		0.00	GRSLE102(07-07).pdf
Approved	Law Enforcement Coverage Form - 2R Claims-made/Retention	GRSLE10 07 07	07 07	Policy/Coverage Form		0.00	GRSLE102R(07-07).pdf
Approved	Exclusion - Sexual Abuse	GRSLE20 07 07	07 07	Endorsement/Amendment/Conditions		0.00	GRSLE202.PDF
Approved	Exclusion - Specified Items	GRSLE20 07 07	07 07	Endorsement/Amendment/Conditions		0.00	GRSLE203.PDF
Approved	Exclusion - Multi-Jurisdictional Task Force Participation	GRSLE20 07 07	07 07	Endorsement/Amendment/Conditions		0.00	GRSLE204.PDF
Approved	Additional Insured - Designated Person or Organization	GRSLE30 07 07	07 07	Endorsement/Amendment/Conditions		0.00	GRSLE301.PDF

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Approved	Limitation of Coverage to Designated Premises or Operations	GRSLE40 07 07 0 07 07	Endorsement/Amendment/Conditions	0.00	GRSLE400.PDF
Approved	Supplemental Extended Reporting Period	GRSLE40 07 07 1 07 07	Endorsement/Amendment/Conditions	0.00	GRSLE401.PDF
Approved	Deductible Liability Insurance - Loss Only	GRSLE40 07 07 2 07 07	Endorsement/Amendment/Conditions	0.00	GRSLE402.PDF
Approved	Arkansas Changes - Cancellation & Non-renewal	GRSLEAR09 07 01 09 07	Endorsement/Amendment/Conditions	0.00	GRSLEAR01(09-07) Arkansas Changes Cancellation and Nonrenewal.pdf
Approved	Arkansas Changes - Transfer of Rights	GRSLEAR09 07 02 09 07	Endorsement/Amendment/Conditions	0.00	GRSLEAR02(09-07)Arkansas Changes Transfer of Rights.pdf
Approved	Arkansas Changes - Immunity	GRSLEAR07 07 03 07 07	Endorsement/Amendment/Conditions	0.00	GRSLEAR03(07-07) Arkansas Changes-Immunity.pdf
Approved	Public Officials Coverage Form - Occurrence/Deductible	GRSEO1007 07 1 07 07	Policy/Coverage Form	0.00	GRSEO101(07-07).pdf
Approved	Public Officials Coverage Form -	GRSEO1007 07 1R 07 07	Policy/Coverage Form	0.00	GRSEO101R(07-07).pdf

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Occurrence/Retention					
Approved	Public Officials Coverage Form - 2 07 07	GRSEO1007 07	Policy/Coverage Form	0.00	GRSEO102(07-07).pdf
Approved	Public Officials Coverage Form - 2R 07 07	GRSEO1007 07	Policy/Coverage Form	0.00	GRSEO102R(07-07).pdf
Approved	Exclusion - Liability for Wrongful Acts	GRSEO2007 07 0 07 07	Endorsement/Amendment/Conditions	0.00	GRSEO200.PDF
Approved	Exclusion - Liability for Employment Practices Offense	GRSEO2007 07 1 07 07	Endorsement/Amendment/Conditions	0.00	GRSEO201.PDF
Approved	Exclusion - Liability for Employee Benefits Administration	GRSEO2007 07 2 07 07	Endorsement/Amendment/Conditions	0.00	GRSEO202.PDF
Approved	Exclusion - Specified Items	GRSEO2007 07 3 07 07	Endorsement/Amendment/Conditions	0.00	GRSEO203.PDF
Approved	Exclusion - Designated Premises or Operations	GRSEO2007 07 4 07 07	Endorsement/Amendment/Conditions	0.00	GRSEO204.PDF
Approved	Exclusion - Lead Hazard	GRSEO2007 07 5 07 07	Endorsement/Amendment/Conditions	0.00	GRSEO205.PDF
Approved	Additional Insured - Designated	GRSEO3007 07 1 07 07	Endorsement/Amendment/Conditions	0.00	GRSEO301.PDF

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

	Person or Organization		ons		
Approved	Limitation of Coverage to Designated Premises or Operations	GRSEO4007 07 0 07 07	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GRSEO400. PDF
Approved	Inverse Condemnation Exceptions	GRSEO4007 07 1 07 07	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GRSEO401. PDF
Approved	Supplemental Extended Reporting Period	GRSEO4007 07 2 07 07	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GRSEO402. PDF
Approved	Deductible Liability	GRSEO4007 07 3 07 07	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GRSEO403. PDF
Approved	Arkansas Changes - Cancellation & Non-renewal	GRSEOA 09 07 R01 09 07	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GRSEOA R01(09-07) Arkansas Changes Cancellation and Nonrenewal. pdf
Approved	Arkansas Changes - Transfer of Rights	GRSEOA 09 07 R02 09 07	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GRSEOA R02(09-07)Arkansas Changes Transfer of Rights.pdf
Approved	Arkansas Changes - Immunity	GRSEOA 07 07 R03 07 07	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GRSEOA R03(07-07) Arkansas Changes Immunity.pdf

LAW ENFORCEMENT LIABILITY COVERAGE FORM

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the SECTION IV. CONDITIONS contained in this coverage part.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

SECTION I - COVERAGES

A. Insuring Agreement – Liability for Law Enforcement Wrongful Acts

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from a "law enforcement wrongful act" to which this insurance applies.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "law enforcement wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "law enforcement wrongful act" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS (SECTION I. B.)**.

3. This insurance applies to "damages" resulting from a "law enforcement wrongful act" only if the "law enforcement wrongful act" was first committed:
 - a. By an insured in the course and scope of their "law enforcement activities" for you and
 - b. During the policy period.

4. We will consider each “law enforcement wrongful act” in a series of “related law enforcement wrongful acts” to have been committed on the date of the first “law enforcement wrongful act”, including any continuation, change or resumption of such “law enforcement wrongful act”.

This insurance applies to “damages” arising out of a “law enforcement wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; Canada; or in a settlement agreed to by us.

B. Supplementary Payments

We will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend, subject to your Deductible Amount:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. Up to \$25,000 for each “law enforcement wrongful act” for property damage to personal property of others in your care, custody, or control.
5. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V – LIMITS OF INSURANCE**.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
8. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

SECTION II - Your Deductible

Our obligation to pay "damages" on your behalf applies only to the amount of "damages" in excess of any Deductible Amount shown in the policy declarations.

1. Limits of Insurance applicable to each "law enforcement wrongful act" will not be reduced by the Deductible Amount. The aggregate limit will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to all "damages" and "loss adjustment expenses" for each "law enforcement wrongful act" regardless of the number of insureds, persons, or organizations making "claims" or "claims" made because of such "law enforcement wrongful act".
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those "damages"; and
 - b. Your duties in the event of a "law enforcement wrongful act", or "claim"apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any "claim" and, upon notification of the action taken; you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SECTION III - EXCLUSIONS

This insurance does not apply to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any "claim" arising directly or indirectly out of, or in any way related to:

- (a) asbestos or asbestos-containing materials;
- (b) any radioactive matter or nuclear material.
- (c) "fungi" or bacteria

2. Aircraft, Auto Or Watercraft

Any "claim" arising directly or indirectly out of, or in any way related to the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" against any insured allege any act, error, or omission related to the policies, practices, procedures, supervision, hiring, employment, training or monitoring of others by that insured, if the "law enforcement wrongful act" which resulted in damages involving the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (a) A watercraft you do not own that is used in your "law enforcement activity";

- (b) A watercraft you own that is not powered by a motor, or powered by a motor or a combination of motors of 100 horsepower or less, or a personal watercraft that is used in your "law enforcement activity";
- (c) An aircraft chartered with crew and pilot. This exception does not apply if the aircraft is owned or the aircraft is being used to carry any person or property for a charge.

3. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement, or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement, or a mutual law enforcement assistance agreement.

4. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

This exclusion does not apply to "claims" of malicious prosecution.

5. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief, and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

6. Employer's Liability

Any "claim" by:

- (a) An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) whether the insured may be liable as an employer or in any other capacity; and
- (2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

7. Employment Related Practices

Any "claim" arising directly or indirectly out of, or in any way related to an actual or alleged improper employment related practice, policy, act, omission or supervision involving an actual, prospective, or former "volunteer worker" or "employee".

8. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to your "law enforcement activity" of a first responder who is not a nurse, jail nurse, emergency medical technician, or paramedic.

9. Pollution

- (a) Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (b) Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply from the use of mace, pepper spray, or tear gas.

10. Property Damage

Damage to property you own, rent, or occupy and damage to personal property in your care, custody or control, except as specifically provided under coverage I. B. **Supplementary Payments.**

11. Volunteers & Others

Any "claim" by any of your "volunteer workers", "leased workers", "temporary workers" or independent contractors.

12. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Workers Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured but only with respect to your "law enforcement activity";

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you;
3. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement
4. Owners of commandeered equipment other than an "auto" while the equipment is in your temporary custody and control.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made; or
 - c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for all "law enforcement wrongful acts".
3. The Coverage A Limit is the most we will pay for each "law enforcement wrongful act" or "related law enforcement wrongful acts".

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Law Enforcement Wrongful Act, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of a "law enforcement wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "law enforcement wrongful act" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or "damage" arising out of the "law enforcement wrongful act".

b. If a "claim" is made against any insured, you must:

(1) Immediately record the specifics of the "claim" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;

- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "law enforcement wrongful acts".
- (2) When this insurance is excess, we will have no duty under this Coverage Part to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under this Coverage Part to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII - DEFINITIONS

1. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
2. "Claim(s)" means an oral or written demand, including a "suit" for payment of money "damages".
3. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
6. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
7. "Law enforcement activity(ies)" means:
 - a. Any official activity conducted in the course of your law enforcement operations;
 - b. Any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. Ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. Any criminal prosecution activity by judicial officers, prosecuting attorneys, and staff, other than public defenders or criminal defense attorneys.

8. "Law enforcement wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured arising from a "law enforcement activity".
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loss adjustment expenses" means our expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, and investigators used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff and their office expenses or independent adjusters.
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
12. "Related law enforcement wrongful acts" means any multiple, repeated, or continuous "law enforcement wrongful act" that is causally connected by facts or circumstances or a series of any "law enforcement wrongful acts" causally connected by the same facts or circumstances.
13. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
- a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.

14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
15. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

LAW ENFORCEMENT LIABILITY COVERAGE FORM
SELF-INSURED RETENTION
for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the SECTION IV. CONDITIONS contained in this coverage part.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

SECTION I - COVERAGES

A. Insuring Agreement – Liability for Law Enforcement Wrongful Acts

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as "damages" resulting from a "law enforcement wrongful act" to which this insurance applies.
2. We will have the right, but not the duty to defend the insured against any "suit" seeking those "damages". We have no duty to defend the insured against any "suit" seeking "damages" for a "law enforcement wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "law enforcement wrongful act" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS (SECTION I. B.)**.

3. This insurance applies to "damages" resulting from a "law enforcement wrongful act" only if the "law enforcement wrongful act" was first committed:
 - a. By an insured in the course and scope of their "law enforcement activities" for you and
 - b. During the policy period.

4. We will consider each “law enforcement wrongful act” in a series of “related law enforcement wrongful acts” to have been committed on the date of the first “law enforcement wrongful act”, including any continuation, change or resumption of such “law enforcement wrongful act”.

This insurance applies to “damages” arising out of a “law enforcement wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; Canada; or in a settlement agreed to by us.

B. Supplementary Payments

You shall pay with respect to any “claim” within or equal to the Self-Insured Retention Amount and we will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend:

1. All “loss adjustment expenses”.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V – LIMITS OF INSURANCE**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

If we undertake the investigation, defense and/or settlement of any “claim” or “suit” as your claim administrator, the Self-Insured Retention Amount applies to those payments.

SECTION II - Your Retention

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” and “loss adjustment expenses” in excess of any Self-Insured Retention Amount shown in the policy Declarations.

You have the obligation to provide adequate investigation and defense of any “claim” or “suit” within, equal, or in excess of the Self-Insured Retention Amount. We have the right, but no obligation, in all cases, to assume charge of the investigation, defense and/or settlement of any “claim or “suit”. If we choose to do so on any basis other than as your claim administrator, we’ll pay all expenses we incur for such investigation or defense. Such investigation or defense expenses we incur are not subject to either the Self-Insured Retention Amount or the Limit of Insurance.

You will accept any offer of settlement within the Self-Insured Retention Amount deemed reasonable by us. We will not pay any “damages”, “loss adjustment expenses” or Supplementary Payments above what we would have paid had the loss been settled for any reasonable offer within the Self-Insured Retention Amount.

1. Limits of Insurance applicable to each “law enforcement wrongful act” will not be reduced by the Self-Insured Retention Amount. The aggregate limit will not be reduced by the application of the Self-Insured Retention Amount. The Self-Insured Retention Aggregate limit, if shown in the Declarations is the most you will be responsible for the combined total of all Self-Insured Retention Amounts under this Coverage Part.
2. The Self-Insured Retention Amount applies to all “damages” and “loss adjustment expenses” for each “law enforcement wrongful act” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “law enforcement wrongful act”.
3. We’ll consider any voluntary payment of, or assumption of any obligation to pay “damages” or “loss adjustment expenses” in excess of a Self-Insured Retention to be your responsibility if they are paid or assumed without our consent.
4. The terms of this insurance, including those with respect to:
 - a. Our right to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “law enforcement wrongful act”, or “claim”apply irrespective of the application of the Self-Insured Retention Amount.
5. We may pay any part or all of the Self-Insured Retention Amount to effect settlement of any “claim” and, upon notification of the action taken; you shall promptly reimburse us for such part of the Self-Insured Retention Amount paid by us.
6. In the event this policy is extended, your Self-Insured Retention Aggregate limit will be increased by the proportionate share the policy extension bears to the original policy term.
7. If two or more Self-Insured Retention Amounts apply to the same loss, we will apply only the largest of those retentions. This section applies only if those retentions are applicable to a policy issued by us to you.

SECTION III - EXCLUSIONS

This insurance does not apply to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any "claim" arising directly or indirectly out of, or in any way related to:

- (a) asbestos or asbestos-containing materials;
- (b) any radioactive matter or nuclear material.
- (c) "fungi" or bacteria

2. Aircraft, Auto Or Watercraft

Any "claim" arising directly or indirectly out of, or in any way related to the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" against any insured allege any act, error, or omission related to the policies, practices, procedures, supervision, hiring, employment, training or monitoring of others by that insured, if the "law enforcement wrongful act" which resulted in damages involving the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (a) A watercraft you do not own that is used in your "law enforcement activity";
- (b) A watercraft you own that is not powered by a motor, or powered by a motor or a combination of motors of 100 horsepower or less, or a personal watercraft that is used in your "law enforcement activity";
- (c) An aircraft chartered with crew and pilot. This exception does not apply if the aircraft is owned or the aircraft is being used to carry any person or property for a charge.

3. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement, or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement, or a mutual law enforcement assistance agreement.

4. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

This exclusion does not apply to "claims" of malicious prosecution.

5. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief, and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

6. Employer's Liability

Any "claim" by:

(a) An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

(b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) whether the insured may be liable as an employer or in any other capacity; and

(2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

7. Employment Related Practices

Any "claim" arising directly or indirectly out of, or in any way related to an actual or alleged improper employment related practice, policy, act, omission or supervision involving an actual, prospective, or former "volunteer worker" or "employee".

8. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to your "law enforcement activity" of a first responder who is not a nurse, jail nurse, emergency medical technician, or paramedic.

9. Pollution

(a) Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(b) Any "claim" arising directly or indirectly or in any way related to any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply from the use of mace, pepper spray, or tear gas.

10. Property Damage

Damage to property you own, rent, or occupy and damage to personal property in your care, custody or control.

11. Volunteers & Others

Any "claim" by any of your "volunteer workers", "leased workers", "temporary workers" or independent contractors.

12. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Workers Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured but only with respect to your "law enforcement activity";

- 1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
- 2. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you;
- 3. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement
- 4. Owners of commandeered equipment other than an "auto" while the equipment is in your temporary custody and control.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
 - b. "Claims" made;
 - c. Persons or organizations making "claims"; or
 - d. Applicable Self-Insured Retentions.
2. The Aggregate Limit is the most we will pay for all "law enforcement wrongful acts" in excess of your Self-Insured Retention.
3. The Coverage A Limit is the most we will pay for each "law enforcement wrongful act" or "related law enforcement wrongful acts" in excess of your Self-Insured Retention.

In the event you are unable to satisfy your obligations under a Self-Insured Retention, this Coverage Part and Limit will only apply to "damages" and "loss adjustment expenses" that would have exceeded your Self-Insured Retention.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

Under no circumstances shall we be required to drop down or assume any obligations of a financially impaired insured.

2. Claim Administrator

In the event you utilize a claim administrator, we must approve those claims services. Furthermore, you may not change or terminate an approved claim administrator without our prior written approval and consent.

3. Duties In The Event Of A Law Enforcement Wrongful Act, Claim Or Suit

a. You must see to it that your claim administrator is notified as soon as practicable of a "law enforcement wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "law enforcement wrongful act" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or "damage" arising out of the "law enforcement wrongful act".

b. If a "claim" is made against any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify your claim administrator as soon as practicable.

You must see to it that your claim administrator receives written notice of the "claim" as soon as practicable.

c. You must report to us as soon as practicable each "claim" or loss for which your estimated amount of loss, including "loss adjustment expenses", is 50% or more of the applicable Self-Insured Retention Amount. You must also report all cases of serious injury including but not limited to the following:

- (1) Paraplegia;
- (2) Quadriplegia;
- (3) Severe Burns;
- (4) Fatalities;
- (5) Amputation or loss of use of a Major Extremity;
- (6) Sensory Loss (sight, hearing, smell, etc.);
- (7) Significant Psycho-Neurotic Involvement;
- (8) Discrimination or violation of civil rights;
- (9) Sexual Abuse;
- (10) Sexual Harassment;
- (11) Class actions or any "claim" seeking class certification
- (12) Punitive or extra-contractual damages, even if not covered.

d. You must cooperate with us and upon our request, assist in making settlement in the conduct of "claims" and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you.

e. You must provide us with quarterly reports, within 20 days of the end of each quarterly period, of all "claims" or incidents occurring within the Self-Insured Retention Amount including a description of each "claim", assigned claim number and amounts paid and/or reserved.

f. You must provide access, at our discretion, to conduct claim audits during normal business hours after we provide you with reasonable notice, as frequently as we determine necessary.

g. You must at all times provide such information and assistance as we may require in the defense of a "claim" exceeding the Self-Insured Retention Amount.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Excess Insurance

- (1) This insurance is excess over any other primary insurance available to you covering liability for “damages” arising out of “law enforcement wrongful acts”.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

8. Self-Insured Retention

You agree not to insure or otherwise reinsure your Self-Insured Retention Amount(s) without our knowledge and written permission. If insurance with any other insurer is available to cover a "claim" that is within the Self-Insured Retention Amount(s), such other insurance is excess over the Self-Insured Retention Amount(s). We will not make any payments until the other insurance and the applicable Self-Insured Retention Amount has been exhausted.

9. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, your Self-Insured Retention Amount, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

10. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

- a. Any insured or insurer who paid amounts in excess of the Limits of Insurance of this Coverage Part;
- b. Our expenses and payments made under this Coverage Part;
- c. Your and or any other insurer who paid amount below our Limits of Insurance of this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII - DEFINITIONS

1. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
2. "Claim(s)" means an oral or written demand, including a "suit" for payment of money "damages".
3. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi"
6. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,

- (2) during transport, and
- (3) from the means of transport to the place where they are finally delivered; and
- d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.

7. "Law enforcement activity(ies)" means:

- a. Any official activity conducted in the course of your law enforcement operations;
- b. Any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
- c. Ownership, maintenance, operation or use of any premises by your law enforcement operations;
- d. Any criminal prosecution activity by judicial officers, prosecuting attorneys, and staff, other than public defenders or criminal defense attorneys.

8. "Law enforcement wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured arising from a "law enforcement activity".

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Loss adjustment expenses" means those expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, investigators or independent adjusters used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff or their office expenses, the fees, costs or expenses of your claim administrator, or the salary or wages of any insured or your employees.

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

12. "Related law enforcement wrongful acts" means any multiple, repeated, or continuous "law enforcement wrongful act" that is causally connected by facts or circumstances or a series of any "law enforcement wrongful acts" causally connected by the same facts or circumstances.
13. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
 - a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
15. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

LAW ENFORCEMENT LIABILITY COVERAGE FORM
CLAIMS-MADE
for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the SECTION IV. CONDITIONS contained in this coverage part.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

SECTION I - COVERAGES

A. Insuring Agreement – Liability for Law Enforcement Wrongful Acts

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from a "law enforcement wrongful act" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from a "law enforcement wrongful act" which takes place in whole or in part prior to the Retroactive Date Shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "law enforcement wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "law enforcement wrongful act" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS (SECTION I. B.)**.

3. This insurance applies to "damages" resulting from a "law enforcement wrongful act" only if the "law enforcement wrongful act" was committed:
 - a. By an insured in the course and scope of their "law enforcement activities" for you;

- b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
- c. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from a “law enforcement wrongful act” or a series of “related law enforcement wrongful acts” will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be a “law enforcement wrongful act”; and
- any insured may in the future receive written notice of a “law enforcement wrongful act” or “claim”;

is not notice of a “law enforcement wrongful act”.

- 4. We will consider each “law enforcement wrongful act” in a series of “related law enforcement wrongful acts” to have been committed on the date of the first “law enforcement wrongful act”, including any continuation, change or resumption of such “law enforcement wrongful act”.

This insurance applies to “damages” arising out of a “law enforcement wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; Canada; or in a settlement agreed to by us.

B. Supplementary Payments

We will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend, subject to your Deductible Amount:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. Up to \$25,000 for each “law enforcement wrongful act” for property damage to personal property of others in your care, custody, or control.
5. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V – LIMITS OF INSURANCE**.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
8. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for "damages" that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

SECTION II - Your Deductible

Our obligation to pay "damages" on your behalf applies only to the amount of "damages" in excess of any Deductible Amount shown in the policy Declarations.

1. Limits of Insurance applicable to each "law enforcement wrongful act" will not be reduced by the Deductible Amount. The aggregate limit will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to all "damages" and "loss adjustment expenses" for each "law enforcement wrongful act" regardless of the number of insureds, persons, or organizations making "claims" or "claims" made because of such "law enforcement wrongful act".
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those "damages"; and
 - b. Your duties in the event of a "law enforcement wrongful act", or "claim"apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any "claim" and, upon notification of the action taken; you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SECTION III - EXCLUSIONS

This insurance does not apply to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any "claim" arising directly or indirectly out of, or in any way related to:

- (a) asbestos or asbestos-containing materials;
- (b) any radioactive matter or nuclear material.
- (c) "fungi" or bacteria

2. Aircraft, Auto Or Watercraft

Any "claim" arising directly or indirectly out of, or in any way related to the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" against any insured allege any act, error, or omission related to the policies, practices, procedures, supervision, hiring, employment, training or monitoring of others by that insured, if the "law enforcement wrongful act" which resulted in damages involving the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (a) A watercraft you do not own that is used in your "law enforcement activity";
- (b) A watercraft you own that is not powered by a motor, or powered by a motor or a combination of motors of 100 horsepower or less, or a personal watercraft that is used in your "law enforcement activity";
- (c) An aircraft chartered with crew and pilot. This exception does not apply if the aircraft is owned or the aircraft is being used to carry any person or property for a charge.

3. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement, or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement, or a mutual law enforcement assistance agreement.

4. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

This exclusion does not apply to "claims" of malicious prosecution.

5. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief, and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

6. Employer's Liability

Any "claim" by:

- (a) An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) whether the insured may be liable as an employer or in any other capacity; and
- (2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

7. Employment Related Practices

Any "claim" arising directly or indirectly out of, or in any way related to an actual or alleged improper employment related practice, policy, act, omission or supervision involving an actual, prospective, or former "volunteer worker" or "employee".

8. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to your "law enforcement activity" of a first responder who is not a nurse, jail nurse, emergency medical technician, or paramedic.

9. Known Prior Acts

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement wrongful act" which takes place prior to the inception date of this Coverage Part or any continuous Coverage Part issued by us or any affiliated insurance company, if any of your officers, your legal department or an "employee" you designate to give or receive notice of a "law enforcement wrongful act" knew or reasonably should have foreseen that such "law enforcement wrongful act" would give rise to a "claim".

A "law enforcement wrongful act" will be considered known to have taken place at the earliest time when any of your officers, your legal department or an "employee" you designate to give or receive notice of a "law enforcement wrongful act" or "claim":

- (a) Reports all, or any part, of the "law enforcement wrongful act" to us or any other insurer;
- (b) Receives a written or verbal demand or "claim" for damages; or
- (c) Becomes aware by any other means that a "law enforcement wrongful act" has taken place or has begun to take place.

10. Pollution

- (a) Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (b) Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply from the use of mace, pepper spray, or tear gas.

11. Property Damage

Damage to property you own, rent, or occupy and damage to personal property in your care, custody or control, except as specifically provided under coverage I. B. **Supplementary Payments.**

12. Volunteers & Others

Any "claim" by any of your "volunteer workers", "leased workers", "temporary workers" or independent contractors.

13. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- (a) War, including undeclared or civil war;

- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

14. Workers Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured but only with respect to your "law enforcement activity";

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you;
3. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement
4. Owners of commandeered equipment other than an "auto" while the equipment is in your temporary custody and control.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made; or
 - c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for all "law enforcement wrongful acts".

3. The Coverage A Limit is the most we will pay for each "law enforcement wrongful act" or "related law enforcement wrongful acts".

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Law Enforcement Wrongful Act, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of a "law enforcement wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "law enforcement wrongful act" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or "damage" arising out of the "law enforcement wrongful act".
- (4) The manner in which each insured first became aware of the circumstances involved.

Notice of a "law enforcement wrongful act" is not notice of a "claim".

b. If a "claim" is made against any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "law enforcement wrongful acts".
- (2) This insurance is excess over any other insurance that is available during any applicable Supplemental Reporting Period, whether on a primary, excess, contingent, or any other basis.
- (3) When this insurance is excess, we will have no duty under this Coverage Part to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (4) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (5) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under this Coverage Part to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom “claim” is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring “suit” or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII - DEFINITIONS

1. “Auto” means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.However, “auto” does not include “mobile equipment”.
2. “Claim(s)” means an oral or written demand, including a “suit” for payment of money “damages.”
3. “Damages” means money damages. “Damages” does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
4. “Employee” includes a “leased worker”. “Employee” does not include a “temporary worker”.
5. “Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by “fungi”.

6. "Health care and social services wrongful act" means an error, omission, or negligent act:
- in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - from the place where they are accepted for movement into or onto the means of transport,
 - during transport, and
 - from the means of transport to the place where they are finally delivered; and
 - relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
7. "Law enforcement activity(ies)" means:
- Any official activity conducted in the course of your law enforcement operations;
 - Any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - Ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - Any criminal prosecution activity by judicial officers, prosecuting attorneys, and staff, other than public defenders or criminal defense attorneys.
8. "Law enforcement wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured arising from a "law enforcement activity".
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loss adjustment expenses" means our expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, and investigators used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff and their office expenses or independent adjusters.
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - Equipment designed primarily for:
 - Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

12. "Related law enforcement wrongful acts" means any multiple, repeated, or continuous "law enforcement wrongful act" that is causally connected by facts or circumstances or a series of any "law enforcement wrongful acts" causally connected by the same facts or circumstances.
13. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
 - a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
15. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION VIII - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "law enforcement wrongful acts" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:
 - a. "Law enforcement wrongful acts" that take place before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled and the entire premium shall be deemed fully earned and non-refundable upon payment.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report "claims" made and consistent and in accordance with paragraph 2.a. of **PART VI - CONDITIONS**, any "law enforcement wrongful act" which may later result in a "claim".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and you have fulfilled all other duties, and complied with all other conditions and requirements, under this Coverage Part.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

Each Law Enforcement Wrongful Act
Annual Aggregate

The LIMITS OF INSURANCE (Section V) provisions of this coverage part will be amended accordingly.

LAW ENFORCEMENT LIABILITY COVERAGE FORM
CLAIMS-MADE and SELF-INSURED RETENTION
for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the SECTION IV. CONDITIONS contained in this coverage part.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

SECTION I - COVERAGES

A. Insuring Agreement – Liability for Law Enforcement Wrongful Acts

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as "damages" resulting from a "law enforcement wrongful act" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from a "law enforcement wrongful act" which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right, but not the duty to defend the insured against any "suit" seeking those "damages". We have no duty to defend the insured against any "suit" seeking "damages" for a "law enforcement wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "law enforcement wrongful act" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS (SECTION I. B.)**.

3. This insurance applies to "damages" resulting from a "law enforcement wrongful act" only if the "law enforcement wrongful act" was committed:
 - a. By an insured in the course and scope of their "law enforcement activities" for you;

- b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
- c. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS.

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from a “law enforcement wrongful act” or a series of “related law enforcement wrongful acts” will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be a “law enforcement wrongful act”; and
- any insured may in the future receive written notice of a “law enforcement wrongful act” or “claim”;

is not notice of a “law enforcement wrongful act”.

- 4. We will consider each “law enforcement wrongful act” in a series of “related law enforcement wrongful acts” to have been committed on the date of the first “law enforcement wrongful act”, including any continuation, change or resumption of such “law enforcement wrongful act”.

This insurance applies to “damages” arising out of a “law enforcement wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; Canada; or in a settlement agreed to by us.

B. Supplementary Payments

You shall pay with respect to any “claim” within or equal to the Self-Insured Retention Amount and we will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend:

- 1. All “loss adjustment expenses”.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
- 3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 4. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V – LIMITS OF INSURANCE**.
- 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

If we undertake the investigation, defense and/or settlement of any “claim” or “suit” as your claim administrator, the Self-Insured Retention Amount applies to those payments.

SECTION II - Your Retention

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” and “loss adjustment expenses” in excess of any Self-Insured Retention Amount shown in the policy Declarations.

You have the obligation to provide adequate investigation and defense of any “claim” or “suit” within, equal, or in excess of the Self-Insured Retention Amount. We have the right, but no obligation, in all cases, to assume charge of the investigation, defense and/or settlement of any “claim” or “suit”. If we choose to do so on any basis other than as your claim administrator, we’ll pay all expenses we incur for such investigation or defense. Such investigation or defense expenses we incur are not subject to either the Self-Insured Retention Amount or the Limit of Insurance.

You will accept any offer of settlement within the Self-Insured Retention Amount deemed reasonable by us. We will not pay any “damages”, “loss adjustment expenses” or Supplementary Payments above what we would have paid had the loss been settled for any reasonable offer within the Self-Insured Retention Amount.

1. Limits of Insurance applicable to each “law enforcement wrongful act” will not be reduced by the Self-Insured Retention Amount. The aggregate limit will not be reduced by the application of the Self-Insured Retention Amount. The Self-Insured Retention Aggregate limit, if shown in the Declarations is the most you will be responsible for the combined total of all Self-Insured Retention Amounts under this Coverage Part.
2. The Self-Insured Retention Amount applies to all “damages” and “loss adjustment expenses” for each “law enforcement wrongful act” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “law enforcement wrongful act”.
3. We’ll consider any voluntary payment of, or assumption of any obligation to pay “damages” or “loss adjustment expenses” in excess of a Self-Insured Retention to be your responsibility if they are paid or assumed without our consent.

4. The terms of this insurance, including those with respect to:
 - a. Our right to defend any "suits" seeking those "damages"; and
 - b. Your duties in the event of a "law enforcement wrongful act", or "claim" apply irrespective of the application of the Self-Insured Retention Amount.
5. We may pay any part or all of the Self-Insured Retention Amount to effect settlement of any "claim" and, upon notification of the action taken; you shall promptly reimburse us for such part of the Self-Insured Retention Amount paid by us.
6. In the event this policy is extended, your Self-Insured Retention Aggregate limit will be increased by the proportionate share the policy extension bears to the original policy term.
7. If two or more Self-Insured Retention Amounts apply to the same loss, we will apply only the largest of those retentions. This section applies only if those retentions are applicable to a policy issued by us to you.

SECTION III - EXCLUSIONS

This insurance does not apply to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any "claim" arising directly or indirectly out of, or in any way related to:

- (a) asbestos or asbestos-containing materials;
- (b) any radioactive matter or nuclear material.
- (c) "fungi" or bacteria

2. Aircraft, Auto Or Watercraft

Any "claim" arising directly or indirectly out of, or in any way related to the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" against any insured allege any act, error, or omission related to the policies, practices, procedures, supervision, hiring, employment, training or monitoring of others by that insured, if the "law enforcement wrongful act" which resulted in damages involving the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (a) A watercraft you do not own that is used in your "law enforcement activity";
- (b) A watercraft you own that is not powered by a motor, or powered by a motor or a combination of motors of 100 horsepower or less, or a personal watercraft that is used in your "law enforcement activity";
- (c) An aircraft chartered with crew and pilot. This exception does not apply if the aircraft is owned or the aircraft is being used to carry any person or property for a charge.

3. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement, or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement, or a mutual law enforcement assistance agreement.

4. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

This exclusion does not apply to "claims" of malicious prosecution.

5. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief, and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

6. Employer's Liability

Any "claim" by:

(a) An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

(b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) whether the insured may be liable as an employer or in any other capacity; and

(2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

7. Employment Related Practices

Any "claim" arising directly or indirectly out of, or in any way related to an actual or alleged improper employment related practice, policy, act, omission or supervision involving an actual, prospective, or former "volunteer worker" or "employee".

8. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to your "law enforcement activity" of a first responder who is not a nurse, jail nurse, emergency medical technician, or paramedic.

9. Known Prior Acts

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement wrongful act" which takes place prior to the inception date of this Coverage Part or any continuous Coverage Part issued by us or any affiliated insurance company, if any of your officers, your legal department or an "employee" you designate to give or receive notice of a "law enforcement wrongful act" knew or reasonably should have foreseen that such "law enforcement wrongful act" would give rise to a "claim".

A "law enforcement wrongful act" will be considered known to have taken place at the earliest time when any of your officers, your legal department or an "employee" you designate to give or receive notice of a "law enforcement wrongful act" or "claim":

- (a) Reports all, or any part, of the "law enforcement wrongful act" to us or any other insurer;
- (b) Receives a written or verbal demand or "claim" for damages; or
- (c) Becomes aware by any other means that a "law enforcement wrongful act" has taken place or has begun to take place.

10. Pollution

- (a)** Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (b)** Any "claim" arising directly or indirectly or in any way related to any:
 - (1)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2)** Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply from the use of mace, pepper spray, or tear gas.

11. Property Damage

Damage to property you own, rent, or occupy and damage to personal property in your care, custody or control.

12. Volunteers & Others

Any "claim" by any of your "volunteer workers", "leased workers", "temporary workers" or independent contractors.

13. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

14. Workers Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured but only with respect to your "law enforcement activity";

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you;
3. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement
4. Owners of commandeered equipment other than an "auto" while the equipment is in your temporary custody and control.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made;
 - c. Persons or organizations making "claims"; or
 - d. Applicable Self-Insured Retentions.
2. The Aggregate Limit is the most we will pay for all "law enforcement wrongful acts" in excess of your Self-Insured Retention.
3. The Coverage A Limit is the most we will pay for each "law enforcement wrongful act" or "related law enforcement wrongful acts" in excess of your Self-Insured Retention.

In the event you are unable to satisfy your obligations under a Self-Insured Retention, this Coverage Part and Limit will only apply to "damages" and "loss adjustment expenses" that would have exceeded your Self-Insured Retention.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

Under no circumstances shall we be required to drop down or assume any obligations of a financially impaired insured.

2. Claim Administrator

In the event you utilize a claim administrator, we must approve those claims services. Furthermore, you may not change or terminate an approved claim administrator without our prior written approval and consent.

3. Duties In The Event Of A Law Enforcement Wrongful Act, Claim Or Suit

a. You must see to it that your claim administrator is notified as soon as practicable of a "law enforcement wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "law enforcement wrongful act" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or "damage" arising out of the "law enforcement wrongful act".
- (4) The manner in which each insured first became aware of the circumstances involved.

Notice of a "law enforcement wrongful act" is not notice of a "claim".

b. If a "claim" is made against any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify your claim administrator as soon as practicable.

You must see to it that your claim administrator receives written notice of the "claim" as soon as practicable.

c. You must report to us as soon as practicable each "claim" or loss for which your estimated amount of loss, including "loss adjustment expenses", is 50% or more of the applicable Self-Insured Retention Amount. You must also report all cases of serious injury including but not limited to the following:

- (1) Paraplegia;
- (2) Quadriplegia;
- (3) Severe Burns;
- (4) Fatalities;
- (5) Amputation or loss of use of a Major Extremity;
- (6) Sensory Loss (sight, hearing, smell, etc.);
- (7) Significant Psycho-Neurotic Involvement;

- (8) Discrimination or violation of civil rights;
 - (9) Sexual Abuse;
 - (10) Sexual Harassment;
 - (11) Class actions or any "claim" seeking class certification
 - (12) Punitive or extra-contractual damages, even if not covered.
- d. You must cooperate with us and upon our request, assist in making settlement in the conduct of "claims" and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you.
 - e. You must provide us with quarterly reports, within 20 days of the end of each quarterly period, of all "claims" or incidents occurring within the Self-Insured Retention Amount including a description of each "claim", assigned claim number and amounts paid and/or reserved.
 - f. You must provide access, at our discretion, to conduct claim audits during normal business hours after we provide you with reasonable notice, as frequently as we determine necessary.
 - g. You must at all times provide such information and assistance as we may require in the defense of a "claim" exceeding the Self-Insured Retention Amount.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;

- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Excess Insurance

- (1) This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "law enforcement wrongful acts".
- (2) This insurance is excess over any other insurance that is available during any applicable Supplemental Reporting Period, whether on a primary, excess, contingent, or any other basis.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

8. Self-Insured Retention

You agree not to insure or otherwise reinsure your Self-Insured Retention Amount(s) without our knowledge and written permission. If insurance with any other insurer is available to cover a "claim" that is within the Self-Insured Retention Amount(s), such other insurance is excess over the Self-Insured Retention Amount(s). We will not make any payments until the other insurance and the applicable Self-Insured Retention Amount has been exhausted.

9. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, your Self-Insured Retention Amount, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

10. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

- a. Any insured or insurer who paid amounts in excess of the Limits of Insurance of this Coverage Part;
- b. Our expenses and payments made under this Coverage Part;
- c. Your and or any other insurer who paid amount below our Limits of Insurance of this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII - DEFINITIONS

1. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
2. "Claim(s)" means an oral or written demand, including a "suit" for payment of money "damages".
3. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi"
6. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
7. "Law enforcement activity(ies)" means:
 - a. Any official activity conducted in the course of your law enforcement operations;
 - b. Any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. Ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. Any criminal prosecution activity by judicial officers, prosecuting attorneys, and staff, other than public defenders or criminal defense attorneys.

8. "Law enforcement wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured arising from a "law enforcement activity".
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loss adjustment expenses" means those expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, investigators or independent adjusters used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff or their office expenses, the fees, costs or expenses of your claim administrator, or the salary or wages of any insured or your employees.
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
12. "Related law enforcement wrongful acts" means any multiple, repeated, or continuous "law enforcement wrongful act" that is causally connected by facts or circumstances or a series of any "law enforcement wrongful acts" causally connected by the same facts or circumstances.
13. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
- a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured

submits with our consent.

14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
15. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION VIII - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "law enforcement wrongful acts" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:
 - a. "Law enforcement wrongful acts" that take place before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled and the entire premium shall be deemed fully earned and non-refundable upon payment.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report "claims" made and consistent and in accordance with paragraph 2.a. of **PART VI - CONDITIONS**, any "law enforcement wrongful act" which may later result in a "claim".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and you have fulfilled all other duties, and complied with all other conditions and requirements, under this Coverage Part.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

Each Law Enforcement Wrongful Act
Annual Aggregate

The LIMITS OF INSURANCE (Section V) provisions of this coverage part will be amended accordingly.

EXCLUSION – SEXUAL ABUSE

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

The following exclusion is added to **SECTION III – EXCLUSIONS:**

Sexual Abuse

Any “claim” arising directly or indirectly from “sexual abuse” of any person; or the negligent:

- (a) employment;
- (b) investigation;
- (c) supervision;
- (d) reporting to the proper authorities, or failing to so report; or
- (e) retention;

of a person for whom any insured is or ever was legally responsible.

“Sexual Abuse” means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. “Sexual abuse” includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include “sexual harassment”.

“Sexual harassment” means any actual, attempted, or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or persons acting in concert, which causes injury. “Sexual harassment” includes:

- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person’s employment, or a basis for employment decisions affecting a person; or
- b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person’s work performance or creating an intimidating, hostile or offensive work environment.

EXCLUSION – SPECIFIED ITEMS

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

The following exclusion is added to **SECTION III – EXCLUSIONS**:

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

Any “claim” arising directly or indirectly out of, or in any way related to any of the items specified in this endorsement.

"Law Enforcement Wrongful Act":

"Claim":

"Suit":

**EXCLUSION – MULTI-JURISDICTIONAL
TASK FORCE PARTICIPATION**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

The following exclusion is added to **SECTION III – EXCLUSIONS**:

Any “claim” arising directly or indirectly out of, or in any way related to any “law enforcement activities” for which you have assumed liability through the obligations of a multi-jurisdictional task force participation agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED –
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION IV - WHO IS AN INSURED is amended to include as an insured the person or organization shown below, but only with respect to liability arising out of your premises or operations.

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

Name of person or organization:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR OPERATIONS

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

This insurance applies only to “law enforcement wrongful acts” arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The operations or “law enforcement activities” shown in the Schedule.

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

SCHEDULE

Premises:

Operations:

SUPPLEMENTAL EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

1. A Supplemental Extended Reporting Period is provided for the period as shown in the schedule of this endorsement and as described in **SECTION VIII. EXTENDED REPORTING PERIOD**. This insurance applies to a "claim" for damages first made within the time period beyond the expiration of the Basic Extended Reporting Period in the coverage part, provided that the "claim" is for damages arising from a "law enforcement wrongful act" that took place before the end of the policy period but not before any applicable Retroactive Date.
2. The Supplemental Aggregate Limit stated in the schedule below applies as set forth in paragraph 3. below to "claims" first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect at the end of the policy period.
3. With respect to any "claims" first received and recorded during the Supplemental Extended Reporting Period, **SECTION V - LIMITS OF INSURANCE** is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the schedule below and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suits"; or
 - d. Annual periods included in the Supplemental Extended Reporting Period.
 2. The Supplemental Aggregate Limit is the most we will pay for the sum of all damages.
 3. Subject to 2. above, the Each "Law Enforcement Wrongful Act" Limit is the most we will pay for the sum of all damages.
 4. Our obligations under this policy end when the applicable Limit of Insurance available is exhausted. If we pay amounts for monetary damages in excess of the Limit of Insurance, you agree to reimburse us for such amounts.
4. Any insurance provided under this endorsement is subject to all of the terms and conditions of the policy, including the **Other Insurance** condition.
 5. This endorsement will not take effect unless the additional premium for it, as set forth in **SECTION VIII.** and the schedule below, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

SCHEDULE

Each "Law Enforcement Wrongful Act" Limit:	\$
Supplemental Aggregate Limit:	\$
Period:	
Premium:	\$

DEDUCTIBLE LIABILITY INSURANCE— LOSS ONLY

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION II - YOUR DEDUCTIBLE is amended to the following:

Your Deductible

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” in excess of any Deductible Amount shown in the policy declarations for Each Law Enforcement Wrongful Act. **SUPPLEMENTARY PAYMENTS** will not be reduced by the application of the deductible amount.

1. Limits of Insurance applicable to each “law enforcement wrongful act” will not be reduced by the Deductible amount. Aggregate limits applicable to Law Enforcement Wrongful Acts will not be reduced by the application of the Deductible Amount.
2. The Deductible amount applies to “damages” for each “law enforcement wrongful act” regardless of the number of insureds, persons, or organizations making claims or bringing suits, or “claims” made or “suits” brought because of such “law enforcement wrongful act”.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “law enforcement wrongful act”, “claim” or “suit” apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible amount to effect settlement of any “claim” or “suit” and, upon notification of the action taken; you shall promptly reimburse us for such part of the Deductible amount paid by us.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION VI – CONDITIONS**

CANCELLATION

If this policy is cancelled, we will send the first Named Insured any premium refund due.

We will refund the pro rata unearned premium if the policy is:

- (1) Cancelled by us or at our request;
- (2) Cancelled but rewritten with us or in our company group;
- (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
- (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

If the policy is cancelled at the request of the first Named Insured, other than a cancellation described above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

The cancellation will be effective even if we have not made or offered a refund.

Cancellation Of Policies In Effect More Than 60 Days

If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

If we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured in the policy at least 10 days before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION VI – CONDITIONS**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS CHANGES – PROTECTION OF IMMUNITY

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION I – COVERAGES**

A. INSURING AGREEMENT – LIABILITY FOR LAW ENFORCEMENT WRONGFUL ACTS

We have no duty to pay "damages" on your behalf under this policy unless the defenses of sovereign and governmental immunity are inapplicable to you.

The following is added to **SECTION VI – CONDITIONS**

This policy and any coverages associated therewith does not constitute, nor reflect an intent by you, to waive or forego any defenses of sovereign and governmental immunity available to any Insured, whether based upon statute(s), common law or otherwise, including Arkansas Code Section 21-9-301, or any amendments.

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION VI. CONDITIONS** contained in this coverage part.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from a “wrongful act” to which this insurance applies.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V. LIMITS OF INSURANCE;** and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to “damages” resulting from a “wrongful act” only if the “wrongful act” was first committed:
 - a. By an insured in the course and scope of their duties for you and
 - b. During the policy period.
4. We will consider each “wrongful act” in a series of “related wrongful acts” to have been committed on the date of the first “wrongful act”, including any continuation, change or resumption of such “wrongful act”.

This insurance applies to “damages” arising out of a “wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought: in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from an “employment practices offense” to which this insurance applies.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. For the purposes of this Coverage B, “suit” shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. However, we will have no duty to defend the insured against any “suit” seeking “damages” for an “employment practices offense” to which this insurance does not apply. We may, at our discretion, investigate any “employment practices offense” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to “damages” resulting from an “employment practices offense” only if the “employment practices offense” was first committed:
 - a. By an insured in the course and scope of their duties for you and
 - b. During the policy period.
4. We will consider each “employment practices offense” in a series of “related employment practices offenses” to have been committed on the date of the first “employment practices offense”, including any continuation, change or resumption of such “employment practices offense”.

This insurance applies to “damages” arising out of an “employment practices offense” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from an offense in the “administration” of your “employee benefit plans” to which this insurance applies.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” for an offense in the “administration” of “employee benefit plans” to which this insurance does not apply. We may, at our discretion, investigate any offense in the “administration” of “employee benefit plans” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V - LIMITS OF INSURANCE**

and

- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to "damages" resulting from an offense in the "administration" of "employee benefit plans" only if the offense in the "administration" of "employee benefit plans" was first committed during the policy period.
4. We will consider each offense in the "administration" of "employee benefit plans" in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to "damages" arising out of an offense in the "administration" of "employee benefit plans" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend, subject to your Deductible Amount:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the "claim", but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered "claim", will be subject to **SECTION V - LIMITS OF INSURANCE**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

SECTION II - Your Deductible

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” in excess of any Deductible Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

1. Limits of Insurance applicable to each “wrongful act”, “employment practices offense”, or an offense in the “administration” of your “employee benefit plans” will not be reduced by the Deductible Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to all “damages” and “loss adjustment expenses” for each “wrongful act”, for each “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “wrongful act”, “employment practices offense”, or offense in the “administration” of your “employee benefit plans”.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “wrongful act”, “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” or “claim”apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any “claim” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SECTION III - EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. **Asbestos, Fungi or Bacteria, Nuclear**

Any “claim” arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. “fungi” or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

"Bodily injury", "property damage", or "personal and advertising injury" except "personal and advertising injury" when resulting from a covered "employment practices offense", under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);
- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations;
including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity". This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

16. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

17. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

18. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

19. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

20. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

21. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

22. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

23. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations.
5. The most we will pay for all "damages", "claims", "suits" or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations.
6. The most we will pay for all "damages", "claims", "suits" or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- b. If a "claim" is made against any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".
2. When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
3. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
4. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
4. "Computer system" means all associated hardware, software, and electronic data.
5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".

11. "Health care and social services wrongful act" means an error, omission, or negligent act:
- a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
12. "Law enforcement activity(ies)" means:
- a. any official activity conducted in the course of your law enforcement operations;
 - b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loss adjustment expenses" means our expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, and investigators used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff and their office expenses or independent adjusters
15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.
16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. "Publication" of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.
24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".

25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
- a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM

SELF-INSURED RETENTION

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION VI. CONDITIONS** contained in this coverage part.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from a “wrongful act” to which this insurance applies.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. We have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V. LIMITS OF INSURANCE;** and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to “damages” resulting from a “wrongful act” only if the “wrongful act” was first committed:
 - a. By an insured in the course and scope of their duties for you and
 - b. During the policy period.

4. We will consider each “wrongful act” in a series of “related wrongful acts” to have been committed on the date of the first “wrongful act”, including any continuation, change or resumption of such “wrongful act”.

This insurance applies to “damages” arising out of a “wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought: in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from an “employment practices offense” to which this insurance applies.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. For the purposes of this Coverage B, “suit” shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. We have no duty to defend the insured against any “suit” seeking “damages” for an “employment practices offense” to which this insurance does not apply. We may, at our discretion, investigate any “employment practices offense” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V LIMITS OF INSURANCE**; and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to “damages” resulting from an “employment practices offense” only if the “employment practices offense” was first committed:
 - a. By an insured in the course and scope of their duties for you and
 - b. During the policy period.
4. We will consider each “employment practices offense” in a series of “related employment practices offenses” to have been committed on the date of the first “employment practices offense”, including any continuation, change or resumption of such “employment practices offense”.

This insurance applies to “damages” arising out of an “employment practices offense” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from an offense in the “administration” of your “employee benefit plans” to which this insurance applies.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. We have no duty to defend the insured against any “suit” seeking “damages” for an offense in the “administration” of “employee benefit plans” to which this insurance does not apply. We may, at our discretion, investigate any offense in the “administration” of “employee benefit plans” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V - LIMITS OF INSURANCE** and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to “damages” resulting from an offense in the “administration” of “employee benefit plans” only if the offense in the “administration” of “employee benefit plans” was first committed during the policy period.
4. We will consider each offense in the “administration” of “employee benefit plans” in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to “damages” arising out of an offense in the “administration” of “employee benefit plans” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

You shall pay with respect to any “claim” within or equal to the Self-Insured Retention Amount and we will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend:

1. All “loss adjustment expenses”.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

4. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V - LIMITS OF INSURANCE**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

If we undertake the investigation, defense and/or settlement of any “claim” or “suit” as your claim administrator, the Self-Insured Retention Amount applies to those payments.

SECTION II – Your Retention

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” and “loss adjustment expenses” in excess of any Self-Insured Retention Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

You have the obligation to provide adequate investigation and defense of any “claim” or “suit” within, equal, or in excess of the Self-Insured Retention Amount. We have the right, but no obligation, in all cases, to assume charge of the investigation, defense and/or settlement of any “claim” or “suit”. If we choose to do so on any basis other than as your claim administrator, we’ll pay all expenses we incur for such investigation or defense. Such investigation or defense expenses we incur are not subject to either the Self-Insured Retention Amount or the Limit of Insurance.

You will accept any offer of settlement within the Self-Insured Retention Amount deemed reasonable by us. We will not pay any “damages”, “loss adjustment expenses” or Supplementary Payments above what we would have paid had the loss been settled for any reasonable offer within the Self-Insured Retention Amount.

1. Limits of Insurance applicable to each “wrongful act”, “employment practices offense”, or an offense in the “administration” of your “employee benefit plans” will not be reduced by the Self-Insured Retention Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Self-Insured Retention Amount. The Self-Insured Retention Aggregate limit, if shown in the Declarations is the most you will be responsible for the combined total of all Self-Insured Retention Amounts under this Coverage Part.

2. The Self-Insured Retention Amount applies to all “damages” and “loss adjustment expenses” for each “wrongful act”, for each “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “wrongful act”, “employment practices offense”, or offense in the “administration” of your “employee benefit plans”.
3. We'll consider any voluntary payment of, or assumption of any obligation to pay “damages” or “loss adjustment expenses” in excess of a Self-Insured Retention to be your responsibility if they are paid or assumed without our consent.
4. The terms of this insurance, including those with respect to:
 - a. Our right to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “wrongful act”, “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” or “claim”apply irrespective of the application of the Self-Insured Retention Amount.
5. We may pay any part or all of the Self-Insured Retention Amount to effect settlement of any “claim” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Self-Insured Retention Amount paid by us.
6. In the event this policy is extended, your Self-Insured Retention Aggregate limit will be increased by the proportionate share the policy extension bears to the original policy term.
7. If two or more Self-Insured Retention Amounts apply to the same loss, we will apply only the largest of those retentions. This section applies only if those retentions are applicable to a policy issued by us to you.

SECTION III - EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any “claim” arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. “fungi” or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

“Bodily injury”, “property damage”, or “personal and advertising injury” except “personal and advertising injury” when resulting from a covered “employment practices offense”, under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);

- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations;
including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity".
This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

16. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";

- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

17. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

18. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

19. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

20. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

21. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

22. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

23. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.
5. The most we will pay for all "damages", "claims", "suits" or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.
6. The most we will pay for all "damages", "claims", "suits" or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.

In the event you are unable to satisfy your obligations under a Self-Insured Retention, this Coverage Part and Limit will only apply to "damages" and "loss adjustment expenses" that would have exceeded your Self-Insured Retention.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

Under no circumstances shall we be required to drop down or assume any obligations of a financially impaired insured.

2. Claims Administrator

In the event you utilize a claim administrator, we must approve those claims services. Furthermore, you may not change or terminate an approved claim administrator without our prior written approval.

3. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

- a. You must see to it that your claim administrator is notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- b. If a "claim" is made against any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify your claim administrator as soon as practicable.

You must see to it that your claim administrator receives written notice of the "claim" as soon as practicable.
- c. You must report to us as soon as practicable each "claim" or loss for which your estimated amount of loss, including "loss adjustment expenses", is 50% or more of the applicable Self-Insured Retention Amount. You must also report all cases of serious injury including but not limited to the following:
 - (1) Paraplegia;
 - (2) Quadriplegia;
 - (3) Severe Burns;
 - (4) Fatalities;
 - (5) Amputation or loss of use of a Major Extremity;
 - (6) Sensory Loss (sight, hearing, smell, etc.);
 - (7) Significant Psycho-Neurotic Involvement;
 - (8) Discrimination or violation of civil rights;
 - (9) Sexual Abuse;
 - (10) Sexual Harassment;
 - (11) Class actions or any "claim" seeking class certification
 - (12) Punitive or extra-contractual damages, even if not covered.

- d. You must cooperate with us and upon our request, assist in making settlement in the conduct of "claims" and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you.
- e. You must provide us with quarterly reports, within 20 days of the end of each quarterly period, of all "claims" or incidents occurring within the Self-Insured Retention Amount including a description of each "claim", assigned claim number and amounts paid and/or reserved.
- f. You must provide access, at our discretion, to conduct claim audits during normal business hours after we provide you with reasonable notice, as frequently as we determine necessary.
- g. You must at all times provide such information and assistance as we may require in the defense of a "claim" exceeding the Self-Insured Retention Amount.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".

2. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
3. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

8. Self-Insured Retention

You agree not to insure or otherwise reinsure your Self-Insured Retention Amount(s) without our knowledge and written permission. If insurance with any other insurer is available to cover a "claim" that is within the Self-Insured Retention Amount(s), such other insurance is excess over the Self-Insured Retention Amount(s). We will not make any payments until the other insurance and the applicable Self-Insured Retention Amount has been exhausted.

9. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, your Self-Insured Retention Amount and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

10. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

- a. Any insured or insurer who paid amounts in excess of the Limits of Insurance of this Coverage Part;
- b. Our expenses and payments made under this Coverage Part;
- c. Your and or any other insurer who paid amount below our Limits of Insurance of this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
4. "Computer system" means all associated hardware, software, and electronic data.
5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".

11. "Health care and social services wrongful act" means an error, omission, or negligent act:
- a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
12. "Law enforcement activity(ies)" means:
- a. any official activity conducted in the course of your law enforcement operations;
 - b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loss adjustment expenses" means those expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, investigators or independent adjusters used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff or their office expenses, the fees, costs or expenses of your claim administrator, or the salary or wages of any insured or your employees.
15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.
16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. "Publication" of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.
24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".

25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
- a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM

CLAIMS-MADE

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION VI. CONDITIONS** contained in this coverage part.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from a “wrongful act” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from a “wrongful act” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V. LIMITS OF INSURANCE;** and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to “damages” resulting from a “wrongful act” only if the “wrongful act” was committed:
 - a. By an insured in the course and scope of their duties for you;
 - b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and

- c. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from a “wrongful act” or a series of “related wrongful acts” will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be a “wrongful act”; and
- any insured may in the future receive written notice of a “wrongful act” or “claim”;

is not notice of a “wrongful act”.

4. We will consider each “wrongful act” in a series of “related wrongful acts” to have been committed on the date of the first “wrongful act”, including any continuation, change or resumption of such “wrongful act”.

This insurance applies to “damages” arising out of a “wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought: in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from an “employment practices offense” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from an “employment practices offense” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. For the purposes of this Coverage B, “suit” shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. However, we will have no duty to defend the insured against any “suit” seeking “damages” for an “employment practices offense” to which this insurance does not apply. We may, at our discretion, investigate any “employment practices offense” and settle any “claim” that may result.
- However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to “damages” resulting from an “employment practices offense” only if the “employment practices offense” was committed:
- a. By an insured in the course and scope of their duties for you;
- b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period;

and

- c. A "claim" for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A "claim" will be deemed to have been made when written notice of such "claim" is received by any insured or by us, whichever comes first. All "claims" resulting from an "employment practices offense" or a series of "related employment practices offenses" will be deemed to have been made when the first of those "claims" is made against any insured.

Notice to us that:

- all or part of any insured's acts or omissions may in the future be discovered to be an "employment practices offense"; and
- any insured may in the future receive written notice of an "employment practices offense" or "claim";

is not notice of an "employment practices offense".

4. We will consider each "employment practices offense" in a series of "related employment practices offenses" to have been committed on the date of the first "employment practices offense", including any continuation, change or resumption of such "employment practices offense".

This insurance applies to "damages" arising out of an "employment practices offense" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from an offense in the "administration" of your "employee benefit plans" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from an offense in the "administration" of "employee benefit plans" which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for an offense in the "administration" of "employee benefit plans" to which this insurance does not apply. We may, at our discretion, investigate any offense in the "administration" of "employee benefit plans" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V - LIMITS OF INSURANCE** and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to “damages” resulting from an offense in the “administration” of “employee benefit plans” only if the offense in the “administration” of “employee benefit plans” was committed:

- a. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
- b. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from an offense in the “administration” of your “employee benefit plans” or a series of related offenses will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be an offense; and
- any insured may in the future receive written notice of an offense or “claim”;

is not notice of an offense in the “administration” of your “employee benefit plans”.

4. We will consider each offense in the “administration” of “employee benefit plans” in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to “damages” arising out of an offense in the “administration” of “employee benefit plans” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

We will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend, subject to your Deductible Amount:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V - LIMITS OF INSURANCE.**

5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

SECTION II - Your Deductible

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” in excess of any Deductible Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

1. Limits of Insurance applicable to each “wrongful act”, “employment practices offense”, or an offense in the “administration” of your “employee benefit plans” will not be reduced by the Deductible Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to all “damages” and “loss adjustment expenses” for each “wrongful act”, for each “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “wrongful act”, “employment practices offense”, or offense in the “administration” of your “employee benefit plans”.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “wrongful act”, “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” or “claim”apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any “claim” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SECTION III - EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any "claim" arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. "fungi" or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

"Bodily injury", "property damage", or "personal and advertising injury" except "personal and advertising injury" when resulting from a covered "employment practices offense", under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);
- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations; including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Known Prior Acts

Any "claim" arising directly or indirectly out of, or in any way related to any "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" which takes place prior to the inception date of this Coverage Part or any continuous Coverage Part issued by us or any affiliated insurance company, if any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" knew or reasonably should have foreseen that such "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" would give rise to a "claim".

A "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" will be considered known to have taken place at the earliest time when any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" or "claim".

- (a) Reports all, or any part, of the "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" to us or any other insurer;
- (b) Receives a written or verbal demand or "claim" for damages; or
- (c) Becomes aware by any other means that a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" has taken place or has begun to take place.

16. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity". This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

17. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

18. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

19. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

20. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

21. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

22. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

23. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

24. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations.

5. The most we will pay for all “damages”, “claims”, “suits” or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations.
6. The most we will pay for all “damages”, “claims”, “suits” or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- (4) The manner in which each insured first became aware of the circumstances involved.

Notice of a "wrongful act", "employment practices offense" or an offense in the "administration" of "employee benefit plans" is not notice of a "claim".

- b. If a "claim" is made against any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".

2. This insurance is excess over any other insurance that is available during any applicable Supplemental Reporting Period, whether on a primary, excess, contingent, or any other basis.
3. When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
4. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
5. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

- 1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";

- c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
 3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
 4. "Computer system" means all associated hardware, software, and electronic data.
 5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
 6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
 7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
 9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
 10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
 11. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;

- c. in the handling of patients by an “employee” or “volunteer worker” who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
- d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.

12. "Law enforcement activity(ies)" means:

- a. any official activity conducted in the course of your law enforcement operations;
- b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
- c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
- d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loss adjustment expenses" means our expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, and investigators used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff and their office expenses or independent adjusters

15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.

16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. "Publication" of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your advertisement; or
- g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.
24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
- a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

SECTION VIII - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:
 - a. A "Wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" that take place before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled and the entire premium shall be deemed fully earned and non-refundable upon payment.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report "claims" made and consistent and in accordance with paragraph 2.a. of **PART VI - CONDITIONS**, any "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" which may later result in a "claim".

The Basic Extended Reporting Period does not apply to “claims” that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such “claims”.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and you have fulfilled all other duties, and complied with all other conditions and requirements, under this Coverage Part.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of “damages”; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for “claims” first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for “claims” first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

Each Wrongful Act
Each Employment Practices Offense
Each Employee Benefit Administration
Wrongful Act Aggregate Limit
Employment Practices Offense Aggregate Limit
Employee Benefit Administration Aggregate Limit

The LIMITS OF INSURANCE (Section V) provisions of this coverage part will be amended accordingly.

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM

CLAIMS-MADE and SELF-INSURED RETENTION

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION VI. CONDITIONS** contained in this coverage part.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from a “wrongful act” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from a “wrongful act” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. We have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V. LIMITS OF INSURANCE;** and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to “damages” resulting from a “wrongful act” only if the “wrongful act” was committed:
 - a. By an insured in the course and scope of their duties for you;
 - b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and

- c. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from a “wrongful act” or a series of “related wrongful acts” will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be a “wrongful act”; and
- any insured may in the future receive written notice of a “wrongful act” or “claim”;

is not notice of a “wrongful act”.

4. We will consider each “wrongful act” in a series of “related wrongful acts” to have been committed on the date of the first “wrongful act”, including any continuation, change or resumption of such “wrongful act”.

This insurance applies to “damages” arising out of a “wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought: in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from an “employment practices offense” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from an “employment practices offense” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. For the purposes of this Coverage B, “suit” shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. We have no duty to defend the insured against any “suit” seeking “damages” for an “employment practices offense” to which this insurance does not apply. We may, at our discretion, investigate any “employment practices offense” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V LIMITS OF INSURANCE**; and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to “damages” resulting from an “employment practices offense” only if the “employment practices offense” was committed:
- a. By an insured in the course and scope of their duties for you;

- b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period;
and
- c. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from an “employment practices offense” or a series of “related employment practices offenses” will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be an “employment practices offense”; and
- any insured may in the future receive written notice of an “employment practices offense” or “claim”;

is not notice of an “employment practices offense”.

- 4. We will consider each “employment practices offense” in a series of “related employment practices offenses” to have been committed on the date of the first “employment practices offense”, including any continuation, change or resumption of such “employment practices offense”.

This insurance applies to “damages” arising out of an “employment practices offense” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

- 1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from an offense in the “administration” of your “employee benefit plans” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from an offense in the “administration” of “employee benefit plans” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
- 2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. We have no duty to defend the insured against any “suit” seeking “damages” for an offense in the “administration” of “employee benefit plans” to which this insurance does not apply. We may, at our discretion, investigate any offense in the “administration” of “employee benefit plans” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V - LIMITS OF INSURANCE**
and

- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to “damages” resulting from an offense in the “administration” of “employee benefit plans” only if the offense in the “administration” of “employee benefit plans” was committed:
- On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from an offense in the “administration” of your “employee benefit plans” or a series of related offenses will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be an offense; and
- any insured may in the future receive written notice of an offense or “claim”;

is not notice of an offense in the “administration” of your “employee benefit plans”.

4. We will consider each offense in the “administration” of “employee benefit plans” in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to “damages” arising out of an offense in the “administration” of “employee benefit plans” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

You shall pay with respect to any “claim” within or equal to the Self-Insured Retention Amount and we will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend:

- All “loss adjustment expenses”.
- The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
- Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

4. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V - LIMITS OF INSURANCE**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

If we undertake the investigation, defense and/or settlement of any “claim” or “suit” as your claim administrator, the Self-Insured Retention Amount applies to those payments.

SECTION II – Your Retention

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” and “loss adjustment expenses” in excess of any Self-Insured Retention Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

You have the obligation to provide adequate investigation and defense of any “claim” or “suit” within, equal, or in excess of the Self-Insured Retention Amount. We have the right, but no obligation, in all cases, to assume charge of the investigation, defense and/or settlement of any “claim” or “suit”. If we choose to do so on any basis other than as your claim administrator, we’ll pay all expenses we incur for such investigation or defense. Such investigation or defense expenses we incur are not subject to either the Self-Insured Retention Amount or the Limit of Insurance.

You will accept any offer of settlement within the Self-Insured Retention Amount deemed reasonable by us. We will not pay any “damages”, “loss adjustment expenses” or Supplementary Payments above what we would have paid had the loss been settled for any reasonable offer within the Self-Insured Retention Amount.

1. Limits of Insurance applicable to each “wrongful act”, “employment practices offense”, or an offense in the “administration” of your “employee benefit plans” will not be reduced by the Self-Insured Retention Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Self-Insured Retention Amount. The Self-Insured Retention Aggregate limit, if shown in the Declarations is the most you will be responsible for the combined total of all Self-Insured Retention Amounts under this Coverage Part.

2. The Self-Insured Retention Amount applies to all “damages” and “loss adjustment expenses” for each “wrongful act”, for each “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “wrongful act”, “employment practices offense”, or offense in the “administration” of your “employee benefit plans”.
3. We'll consider any voluntary payment of, or assumption of any obligation to pay “damages” or “loss adjustment expenses” in excess of a Self-Insured Retention to be your responsibility if they are paid or assumed without our consent.
4. The terms of this insurance, including those with respect to:
 - a. Our right to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “wrongful act”, “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” or “claim”apply irrespective of the application of the Self-Insured Retention Amount.
5. We may pay any part or all of the Self-Insured Retention Amount to effect settlement of any “claim” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Self-Insured Retention Amount paid by us.
6. In the event this policy is extended, your Self-Insured Retention Aggregate limit will be increased by the proportionate share the policy extension bears to the original policy term.
7. If two or more Self-Insured Retention Amounts apply to the same loss, we will apply only the largest of those retentions. This section applies only if those retentions are applicable to a policy issued by us to you.

SECTION III - EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any “claim” arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. “fungi” or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

“Bodily injury”, “property damage”, or “personal and advertising injury” except “personal and advertising injury” when resulting from a covered “employment practices offense”, under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);

- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations;
including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Known Prior Acts

Any "claim" arising directly or indirectly out of, or in any way related to any "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" which takes place prior to the inception date of this Coverage Part or any continuous Coverage Part issued by us or any affiliated insurance company, if any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" knew or reasonably should have foreseen that such "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" would give rise to a "claim".

A "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" will be considered known to have taken place at the earliest time when any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" or "claim":

- (a) Reports all, or any part, of the "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" to us or any other insurer;

- (b) Receives a written or verbal demand or "claim" for damages; or
- (c) Becomes aware by any other means that a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" has taken place or has begun to take place.

16. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity". This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

17. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

18. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

19. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

20. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

21. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

22. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

23. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

24. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.
5. The most we will pay for all "damages", "claims", "suits" or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.
6. The most we will pay for all "damages", "claims", "suits" or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.

In the event you are unable to satisfy your obligations under a Self-Insured Retention, this Coverage Part and Limit will only apply to "damages" and "loss adjustment expenses" that would have exceeded your Self-Insured Retention.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

Under no circumstances shall we be required to drop down or assume any obligations of a financially impaired insured.

2. Claims Administrator

In the event you utilize a claim administrator, we must approve those claims services. Furthermore, you may not change or terminate an approved claim administrator without our prior written approval.

3. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

a. You must see to it that your claim administrator is notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- (4) The manner in which each insured first became aware of the circumstances involved.

Notice of a "wrongful act", "employment practices offense" or an offense in the "administration" of "employee benefit plans" is not notice of a "claim".

b. If a "claim" is made against any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify your claim administrator as soon as practicable.

You must see to it that your claim administrator receives written notice of the "claim" as soon as practicable.

c. You must report to us as soon as practicable each "claim" or loss for which your estimated amount of loss, including "loss adjustment expenses", is 50% or more of the applicable Self-Insured Retention Amount. You must also report all cases of serious injury including but not limited to the following:

- (1) Paraplegia;
- (2) Quadriplegia;
- (3) Severe Burns;

- (4) Fatalities;
 - (5) Amputation or loss of use of a Major Extremity;
 - (6) Sensory Loss (sight, hearing, smell, etc.);
 - (7) Significant Psycho-Neurotic Involvement;
 - (8) Discrimination or violation of civil rights;
 - (9) Sexual Abuse;
 - (10) Sexual Harassment;
 - (11) Class actions or any "claim" seeking class certification
 - (12) Punitive or extra-contractual damages, even if not covered.
- d. You must cooperate with us and upon our request, assist in making settlement in the conduct of "claims" and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you.
- e. You must provide us with quarterly reports, within 20 days of the end of each quarterly period, of all "claims" or incidents occurring within the Self-Insured Retention Amount including a description of each "claim", assigned claim number and amounts paid and/or reserved.
- f. You must provide access, at our discretion, to conduct claim audits during normal business hours after we provide you with reasonable notice, as frequently as we determine necessary.
- g. You must at all times provide such information and assistance as we may require in the defense of a "claim" exceeding the Self-Insured Retention Amount.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".
2. This insurance is excess over any other insurance that is available during any applicable Supplemental Reporting Period, whether on a primary, excess, contingent, or any other basis.
3. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
4. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

8. Self-Insured Retention

You agree not to insure or otherwise reinsure your Self-Insured Retention Amount(s) without our knowledge and written permission. If insurance with any other insurer is available to cover a "claim" that is within the Self-Insured Retention Amount(s), such other insurance is excess over the Self-Insured Retention Amount(s). We will not make any payments until the other insurance and the applicable Self-Insured Retention Amount has been exhausted.

9. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, your Self-Insured Retention Amount and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

10. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

- a. Any insured or insurer who paid amounts in excess of the Limits of Insurance of this Coverage Part;
- b. Our expenses and payments made under this Coverage Part;
- c. Your and or any other insurer who paid amount below our Limits of Insurance of this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
4. "Computer system" means all associated hardware, software, and electronic data.
5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
11. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
12. "Law enforcement activity(ies)" means:
 - a. any official activity conducted in the course of your law enforcement operations;
 - b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loss adjustment expenses" means those expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, investigators or independent adjusters used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff or their office expenses, the fees, costs or expenses of your claim administrator, or the salary or wages of any insured or your employees.
15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.
16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. "Publication" of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.
17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
 - a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.
24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
 - a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
 - a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

SECTION VIII - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to a “wrongful act”, “employment practices offense” or offense in the “administration” of “employee benefit plans” on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to “claims” for:
 - a. A “Wrongful act”, “employment practices offense” or offense in the “administration” of “employee benefit plans” that take place before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled and the entire premium shall be deemed fully earned and non-refundable upon payment.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report “claims” made and consistent and in accordance with paragraph 2.a. of **PART VI - CONDITIONS**, any “wrongful act”, “employment practices offense” or offense in the “administration” of “employee benefit plans” which may later result in a “claim”.

The Basic Extended Reporting Period does not apply to “claims” that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such “claims”.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and you have fulfilled all other duties, and complied with all other conditions and requirements, under this Coverage Part.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;

- c. Limits of Insurance available under this Coverage Part for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

- Each Wrongful Act
- Each Employment Practices Offense
- Each Employee Benefit Administration
- Wrongful Act Aggregate Limit
- Employment Practices Offense Aggregate Limit
- Employee Benefit Administration Aggregate Limit

The LIMITS OF INSURANCE (Section V) provisions of this coverage part will be amended accordingly.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – LIABILITY FOR WRONGFUL ACTS

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE PART (CLAIMS-MADE)

SECTION I – COVERAGES is amended to delete Coverage **A. Insuring Agreement – Liability for Wrongful Acts** in its entirety.

EXCLUSION – LIABILITY FOR EMPLOYMENT PRACTICES OFFENSE

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE PART (CLAIMS-MADE)

SECTION I – COVERAGES is amended to delete Coverage **B. Insuring Agreement – Liability for Employment Practices Offense** in its entirety.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION – LIABILITY FOR EMPLOYEE BENEFIT
ADMINISTRATION OFFENSES**

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE PART (CLAIMS-MADE)

SECTION I – COVERAGES is amended to delete Coverage **C. Insuring Agreement – Liability for Employee Benefit Administration Offenses** in its entirety.

EXCLUSION – SPECIFIED ITEMS

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

The following exclusion is added to **SECTION III – EXCLUSIONS**:

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

Any “claim” arising directly or indirectly out of, or in any way related to any of the items specified in this endorsement.

"Wrongful Act":

“Employment Practices Offense”

"Claim":

"Suit":

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – DESIGNATED PREMISES OR OPERATIONS

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

This insurance does not apply to “wrongful acts”, “employment practices offense” or an offense in the “administration” of “employee benefit plans” arising directly or indirectly out of, or in any way related to, the premises or operations described in the schedule.

Location of premises:

Description of operations:

EXCLUSION – LEAD HAZARD

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

The following exclusion is added to **SECTION III – EXCLUSIONS:**

Lead

Any “claim” arising directly or indirectly out of, or in any way related to: the toxic properties of lead, or any material or substance containing lead; or exposure to lead; or for the costs of abatement, mitigation, removal, elimination, or disposal of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED –
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION IV - WHO IS AN INSURED is amended to include as an insured the person or organization shown below, but only with respect to liability arising out of your premises or operations.

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

Name of person or organization:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR OPERATIONS

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

This insurance applies only to "wrongful act", "employment practices offense" or an offense in the "administration" of "employee benefit plans" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The operations shown in the Schedule.

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

SCHEDULE

Premises:

Operations:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

INVERSE CONDEMNATION EXCEPTION

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION III – EXCLUSIONS, 8. Eminent Domain or Condemnation is replaced by the following:

8. Eminent Domain or Condemnation

Any “claim” arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain.

SUPPLEMENTAL EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS MADE)

1. A Supplemental Extended Reporting Period is provided for the period as shown in the schedule of this endorsement and as described in **SECTION VIII EXTENDED REPORTING PERIOD**. This insurance applies to a "claim" for damages first made within the time period beyond the expiration of the Basic Extended Reporting Period in the coverage part, provided that the "claim" is for damages arising from a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" that took place before the end of the policy period but not before any applicable Retroactive Date.
2. The Supplemental Aggregate Limit stated in the schedule below applies as set forth in paragraph 3. below to "claims" first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect at the end of the policy period.
3. With respect to any "claims" first received and recorded during the Supplemental Extended Reporting Period, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:

SECTION V - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the schedule below and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suits"; or
 - d. Annual periods included in the Supplemental Extended Reporting Period.
2. The Supplemental Aggregate Limit is the most we will pay for the sum of all "damages".
3. Subject to 2. above, the Each Wrongful Act Limit , Each Employment Practices Offense Limit or Each Employee Benefit Administration Offense Limit is the most we will pay for the sum of all "damages".
4. Our obligations under this policy end when the applicable Limit of Insurance available is exhausted. If we pay amounts for monetary "damages" in excess of the Limit of Insurance, you agree to reimburse us for such amounts.
4. Any insurance provided under this endorsement is subject to all of the terms and conditions of the policy, including the **Other Insurance** condition.
5. This endorsement will not take effect unless the additional premium for it, as set forth in **SECTION VIII**. and the schedule below, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

SCHEDULE

Each Wrongful Act, Employment Practices Offense, Employee Benefits Administration	\$
Supplemental Aggregate Limit:	\$
Period:	
Premium:	\$

DEDUCTIBLE LIABILITY INSURANCE– LOSS ONLY

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION II – Your Deductible is amended to the following:

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” in excess of any Deductible Amount shown in the policy declarations for **COVERAGE A or COVERAGE B or COVERAGE C. SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** will not be reduced by the application of the deductible amount.

1. Limits of Insurance applicable to each “wrongful act”, “employment practices offense” or offense in the “administration” of “employee benefit plans” will not be reduced by the Deductible amount. Aggregate limits applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Deductible Amount.
2. The Deductible amount applies to “damages” for each “wrongful act”, “employment practices offense” or offense in the “administration” of “employee benefit plans” regardless of the number of insureds, persons, or organizations making claims or bringing suits, or “claims” made or “suits” brought because of such “wrongful act”, “employment practices offense” or offense in the “administration” of “employee benefit plans”.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “wrongful act”, “employment practices offense”, “claim”, or “suit” apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible amount to effect settlement of any “claim” or “suit” and, upon notification of the action taken; you shall promptly reimburse us for such part of the Deductible amount paid by us.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION VI – CONDITIONS**

CANCELLATION

If this policy is cancelled, we will send the first Named Insured any premium refund due.

We will refund the pro rata unearned premium if the policy is:

- (1) Cancelled by us or at our request;
- (2) Cancelled but rewritten with us or in our company group;
- (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
- (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

If the policy is cancelled at the request of the first Named Insured, other than a cancellation described above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

The cancellation will be effective even if we have not made or offered a refund.

Cancellation Of Policies In Effect More Than 60 Days

If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

If we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured in the policy at least 10 days before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION VI – CONDITIONS**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS CHANGES – PROTECTION OF IMMUNITY

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION I – COVERAGES**

- A. INSURING AGREEMENT – LIABILITY FOR WRONGFUL ACTS**
- B. INSURING AGREEMENT – LIABILITY FOR EMPLOYMENT PRACTICES OFFENSE**
- C. INSURING AGREEMENT – LIABILITY FOR EMPLOYEE BENEFIT ADMINISTRATION OFFENSES**

We have no duty to pay "damages" on your behalf under this policy unless the defenses of sovereign and governmental immunity are inapplicable to you.

The following is added to **SECTION VI – CONDITIONS**

This policy and any coverages associated therewith does not constitute, nor reflect an intent by you, to waive or forego any defenses of sovereign and governmental immunity available to any Insured, whether based upon statute(s), common law or otherwise, including Arkansas Code Section 21-9-301, or any amendments.

<i>SERFF Tracking Number:</i>	<i>BEAC-125311932</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>The Employers' Fire Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026357</i>
<i>Company Tracking Number:</i>	<i>2007-PL-AR-FO-486</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>@vantage For - Government Risk Solutions</i>		
<i>Project Name/Number:</i>	<i>@vantage For - Professional Liability/2007-PL-AR-FO-486</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAC-125311932 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357
Company Tracking Number: 2007-PL-AR-FO-486
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: @vantage For - Government Risk Solutions
Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 10/18/2007

Comments:

Attachment:

NAIC Transmittal.pdf

Multiple files are bound together in this PDF Package.

Adobe recommends using Adobe Reader or Adobe Acrobat version 8 or later to work with documents contained within a PDF Package. By updating to the latest version, you'll enjoy the following benefits:

- Efficient, integrated PDF viewing
- Easy printing
- Quick searches

Don't have the latest version of Adobe Reader?

[Click here to download the latest version of Adobe Reader](#)

**If you already have Adobe Reader 8,
click a file in this PDF Package to view it.**

SERFF Tracking Number: BEAC-125311932 State: Arkansas

First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: AR-PC-07-026357

Company Tracking Number: 2007-PL-AR-FO-486

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: @vantage For - Government Risk Solutions

Project Name/Number: @vantage For - Professional Liability/2007-PL-AR-FO-486

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Public Officials Coverage Form - Occurrence/Deductible	10/04/2007	GRSEO101(07-07).pdf
No original date	Form	Public Officials Coverage Form - Occurrence/Retention	10/04/2007	GRSEO101R(07-07).pdf
No original date	Form	Public Officials Coverage Form - Claims-Made/Deductible	10/04/2007	GRSEO102(07-07).pdf
No original date	Form	Public Officials Coverage Form - Claims-Made/Retention	10/04/2007	GRSEO102R(07-07).pdf
No original date	Form	Inverse Condemnation Exceptions	10/04/2007	GRSLE401.PDF

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION IV. CONDITIONS** contained in this coverage part.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from a “wrongful act” to which this insurance applies.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V. LIMITS OF INSURANCE;** and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to “damages” resulting from a “wrongful act” only if the “wrongful act” was first committed:
 - a. By an insured in the course and scope of their duties for you and
 - b. During the policy period.
4. We will consider each “wrongful act” in a series of “related wrongful acts” to have been committed on the date of the first “wrongful act”, including any continuation, change or resumption of such “wrongful act”.

This insurance applies to “damages” arising out of a “wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought: in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from an “employment practices offense” to which this insurance applies.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. For the purposes of this Coverage B, “suit” shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. However, we will have no duty to defend the insured against any “suit” seeking “damages” for an “employment practices offense” to which this insurance does not apply. We may, at our discretion, investigate any “employment practices offense” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to “damages” resulting from an “employment practices offense” only if the “employment practices offense” was first committed:
 - a. By an insured in the course and scope of their duties for you and
 - b. During the policy period.
4. We will consider each “employment practices offense” in a series of “related employment practices offenses” to have been committed on the date of the first “employment practices offense”, including any continuation, change or resumption of such “employment practices offense”.

This insurance applies to “damages” arising out of an “employment practices offense” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from an offense in the “administration” of your “employee benefit plans” to which this insurance applies.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” for an offense in the “administration” of “employee benefit plans” to which this insurance does not apply. We may, at our discretion, investigate any offense in the “administration” of “employee benefit plans” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V - LIMITS OF INSURANCE**

and

- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to "damages" resulting from an offense in the "administration" of "employee benefit plans" only if the offense in the "administration" of "employee benefit plans" was first committed during the policy period.
4. We will consider each offense in the "administration" of "employee benefit plans" in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to "damages" arising out of an offense in the "administration" of "employee benefit plans" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend, subject to your Deductible Amount:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the "claim", but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered "claim", will be subject to **SECTION V - LIMITS OF INSURANCE**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

SECTION II - Your Deductible

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” in excess of any Deductible Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

1. Limits of Insurance applicable to each “wrongful act”, “employment practices offense”, or an offense in the “administration” of your “employee benefit plans” will not be reduced by the Deductible Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to all “damages” and “loss adjustment expenses” for each “wrongful act”, for each “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “wrongful act”, “employment practices offense”, or offense in the “administration” of your “employee benefit plans”.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “wrongful act”, “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” or “claim”apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any “claim” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SECTION III - EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. **Asbestos, Fungi or Bacteria, Nuclear**

Any “claim” arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. “fungi” or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

"Bodily injury", "property damage", or "personal and advertising injury" except "personal and advertising injury" when resulting from a covered "employment practices offense", under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);
- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations;
including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity". This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

16. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

17. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

18. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

19. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

20. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

21. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

22. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

23. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations.
5. The most we will pay for all "damages", "claims", "suits" or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations.
6. The most we will pay for all "damages", "claims", "suits" or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- b. If a "claim" is made against any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".
2. When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
3. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
4. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
4. "Computer system" means all associated hardware, software, and electronic data.
5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".

11. "Health care and social services wrongful act" means an error, omission, or negligent act:
- a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
12. "Law enforcement activity(ies)" means:
- a. any official activity conducted in the course of your law enforcement operations;
 - b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loss adjustment expenses" means our expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, and investigators used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff and their office expenses or independent adjusters
15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.
16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. "Publication" of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.
24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".

25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
- a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM

SELF-INSURED RETENTION

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION IV. CONDITIONS** contained in this coverage part.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from a “wrongful act” to which this insurance applies.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. We have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V. LIMITS OF INSURANCE;** and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to “damages” resulting from a “wrongful act” only if the “wrongful act” was first committed:
 - a. By an insured in the course and scope of their duties for you and
 - b. During the policy period.

4. We will consider each “wrongful act” in a series of “related wrongful acts” to have been committed on the date of the first “wrongful act”, including any continuation, change or resumption of such “wrongful act”.

This insurance applies to “damages” arising out of a “wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought: in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from an “employment practices offense” to which this insurance applies.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. For the purposes of this Coverage B, “suit” shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. We have no duty to defend the insured against any “suit” seeking “damages” for an “employment practices offense” to which this insurance does not apply. We may, at our discretion, investigate any “employment practices offense” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V LIMITS OF INSURANCE**; and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to “damages” resulting from an “employment practices offense” only if the “employment practices offense” was first committed:
 - a. By an insured in the course and scope of their duties for you and
 - b. During the policy period.
4. We will consider each “employment practices offense” in a series of “related employment practices offenses” to have been committed on the date of the first “employment practices offense”, including any continuation, change or resumption of such “employment practices offense”.

This insurance applies to “damages” arising out of an “employment practices offense” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from an offense in the “administration” of your “employee benefit plans” to which this insurance applies.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. We have no duty to defend the insured against any “suit” seeking “damages” for an offense in the “administration” of “employee benefit plans” to which this insurance does not apply. We may, at our discretion, investigate any offense in the “administration” of “employee benefit plans” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V - LIMITS OF INSURANCE** and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to “damages” resulting from an offense in the “administration” of “employee benefit plans” only if the offense in the “administration” of “employee benefit plans” was first committed during the policy period.
4. We will consider each offense in the “administration” of “employee benefit plans” in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to “damages” arising out of an offense in the “administration” of “employee benefit plans” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

You shall pay with respect to any “claim” within or equal to the Self-Insured Retention Amount and we will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend:

1. All “loss adjustment expenses”.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

4. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V - LIMITS OF INSURANCE**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

If we undertake the investigation, defense and/or settlement of any “claim” or “suit” as your claim administrator, the Self-Insured Retention Amount applies to those payments.

SECTION II – Your Retention

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” and “loss adjustment expenses” in excess of any Self-Insured Retention Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

You have the obligation to provide adequate investigation and defense of any “claim” or “suit” within, equal, or in excess of the Self-Insured Retention Amount. We have the right, but no obligation, in all cases, to assume charge of the investigation, defense and/or settlement of any “claim” or “suit”. If we choose to do so on any basis other than as your claim administrator, we’ll pay all expenses we incur for such investigation or defense. Such investigation or defense expenses we incur are not subject to either the Self-Insured Retention Amount or the Limit of Insurance.

You will accept any offer of settlement within the Self-Insured Retention Amount deemed reasonable by us. We will not pay any “damages”, “loss adjustment expenses” or Supplementary Payments above what we would have paid had the loss been settled for any reasonable offer within the Self-Insured Retention Amount.

1. Limits of Insurance applicable to each “wrongful act”, “employment practices offense”, or an offense in the “administration” of your “employee benefit plans” will not be reduced by the Self-Insured Retention Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Self-Insured Retention Amount. The Self-Insured Retention Aggregate limit, if shown in the Declarations is the most you will be responsible for the combined total of all Self-Insured Retention Amounts under this Coverage Part.

2. The Self-Insured Retention Amount applies to all “damages” and “loss adjustment expenses” for each “wrongful act”, for each “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “wrongful act”, “employment practices offense”, or offense in the “administration” of your “employee benefit plans”.
3. We'll consider any voluntary payment of, or assumption of any obligation to pay “damages” or “loss adjustment expenses” in excess of a Self-Insured Retention to be your responsibility if they are paid or assumed without our consent.
4. The terms of this insurance, including those with respect to:
 - a. Our right to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “wrongful act”, “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” or “claim”apply irrespective of the application of the Self-Insured Retention Amount.
5. We may pay any part or all of the Self-Insured Retention Amount to effect settlement of any “claim” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Self-Insured Retention Amount paid by us.
6. In the event this policy is extended, your Self-Insured Retention Aggregate limit will be increased by the proportionate share the policy extension bears to the original policy term.
7. If two or more Self-Insured Retention Amounts apply to the same loss, we will apply only the largest of those retentions. This section applies only if those retentions are applicable to a policy issued by us to you.

SECTION III - EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any “claim” arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. “fungi” or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

“Bodily injury”, “property damage”, or “personal and advertising injury” except “personal and advertising injury” when resulting from a covered “employment practices offense”, under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);

- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations;
including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity". This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

16. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";

- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

17. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

18. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

19. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

20. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

21. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

22. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

23. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.
5. The most we will pay for all "damages", "claims", "suits" or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.
6. The most we will pay for all "damages", "claims", "suits" or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.

In the event you are unable to satisfy your obligations under a Self-Insured Retention, this Coverage Part and Limit will only apply to "damages" and "loss adjustment expenses" that would have exceeded your Self-Insured Retention.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

Under no circumstances shall we be required to drop down or assume any obligations of a financially impaired insured.

2. Claims Administrator

In the event you utilize a claim administrator, we must approve those claims services. Furthermore, you may not change or terminate an approved claim administrator without our prior written approval.

3. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

- a. You must see to it that your claim administrator is notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- b. If a "claim" is made against any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify your claim administrator as soon as practicable.

You must see to it that your claim administrator receives written notice of the "claim" as soon as practicable.
- c. You must report to us as soon as practicable each "claim" or loss for which your estimated amount of loss, including "loss adjustment expenses", is 50% or more of the applicable Self-Insured Retention Amount. You must also report all cases of serious injury including but not limited to the following:
 - (1) Paraplegia;
 - (2) Quadriplegia;
 - (3) Severe Burns;
 - (4) Fatalities;
 - (5) Amputation or loss of use of a Major Extremity;
 - (6) Sensory Loss (sight, hearing, smell, etc.);
 - (7) Significant Psycho-Neurotic Involvement;
 - (8) Discrimination or violation of civil rights;
 - (9) Sexual Abuse;
 - (10) Sexual Harassment;
 - (11) Class actions or any "claim" seeking class certification
 - (12) Punitive or extra-contractual damages, even if not covered.

- d. You must cooperate with us and upon our request, assist in making settlement in the conduct of "claims" and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you.
- e. You must provide us with quarterly reports, within 20 days of the end of each quarterly period, of all "claims" or incidents occurring within the Self-Insured Retention Amount including a description of each "claim", assigned claim number and amounts paid and/or reserved.
- f. You must provide access, at our discretion, to conduct claim audits during normal business hours after we provide you with reasonable notice, as frequently as we determine necessary.
- g. You must at all times provide such information and assistance as we may require in the defense of a "claim" exceeding the Self-Insured Retention Amount.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".

2. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
3. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

8. Self-Insured Retention

You agree not to insure or otherwise reinsure your Self-Insured Retention Amount(s) without our knowledge and written permission. If insurance with any other insurer is available to cover a "claim" that is within the Self-Insured Retention Amount(s), such other insurance is excess over the Self-Insured Retention Amount(s). We will not make any payments until the other insurance and the applicable Self-Insured Retention Amount has been exhausted.

9. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, your Self-Insured Retention Amount and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

10. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

- a. Any insured or insurer who paid amounts in excess of the Limits of Insurance of this Coverage Part;
- b. Our expenses and payments made under this Coverage Part;
- c. Your and or any other insurer who paid amount below our Limits of Insurance of this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
4. "Computer system" means all associated hardware, software, and electronic data.
5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".

11. "Health care and social services wrongful act" means an error, omission, or negligent act:
- a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
12. "Law enforcement activity(ies)" means:
- a. any official activity conducted in the course of your law enforcement operations;
 - b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loss adjustment expenses" means those expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, investigators or independent adjusters used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff or their office expenses, the fees, costs or expenses of your claim administrator, or the salary or wages of any insured or your employees.
15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.
16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. "Publication" of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.
24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".

25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
- a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM

CLAIMS-MADE

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION IV. CONDITIONS** contained in this coverage part.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from a “wrongful act” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from a “wrongful act” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V. LIMITS OF INSURANCE;** and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to “damages” resulting from a “wrongful act” only if the “wrongful act” was committed:
 - a. By an insured in the course and scope of their duties for you;
 - b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and

- c. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from a “wrongful act” or a series of “related wrongful acts” will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be a “wrongful act”; and
- any insured may in the future receive written notice of a “wrongful act” or “claim”;

is not notice of a “wrongful act”.

4. We will consider each “wrongful act” in a series of “related wrongful acts” to have been committed on the date of the first “wrongful act”, including any continuation, change or resumption of such “wrongful act”.

This insurance applies to “damages” arising out of a “wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought: in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums that the insured becomes legally obligated to pay as “damages” resulting from an “employment practices offense” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from an “employment practices offense” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. For the purposes of this Coverage B, “suit” shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. However, we will have no duty to defend the insured against any “suit” seeking “damages” for an “employment practices offense” to which this insurance does not apply. We may, at our discretion, investigate any “employment practices offense” and settle any “claim” that may result.
- However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to “damages” resulting from an “employment practices offense” only if the “employment practices offense” was committed:
- a. By an insured in the course and scope of their duties for you;
- b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period;

and

- c. A "claim" for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A "claim" will be deemed to have been made when written notice of such "claim" is received by any insured or by us, whichever comes first. All "claims" resulting from an "employment practices offense" or a series of "related employment practices offenses" will be deemed to have been made when the first of those "claims" is made against any insured.

Notice to us that:

- all or part of any insured's acts or omissions may in the future be discovered to be an "employment practices offense"; and
- any insured may in the future receive written notice of an "employment practices offense" or "claim";

is not notice of an "employment practices offense".

4. We will consider each "employment practices offense" in a series of "related employment practices offenses" to have been committed on the date of the first "employment practices offense", including any continuation, change or resumption of such "employment practices offense".

This insurance applies to "damages" arising out of an "employment practices offense" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from an offense in the "administration" of your "employee benefit plans" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from an offense in the "administration" of "employee benefit plans" which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for an offense in the "administration" of "employee benefit plans" to which this insurance does not apply. We may, at our discretion, investigate any offense in the "administration" of "employee benefit plans" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V - LIMITS OF INSURANCE** and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to “damages” resulting from an offense in the “administration” of “employee benefit plans” only if the offense in the “administration” of “employee benefit plans” was committed:

- a. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
- b. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from an offense in the “administration” of your “employee benefit plans” or a series of related offenses will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be an offense; and
- any insured may in the future receive written notice of an offense or “claim”;

is not notice of an offense in the “administration” of your “employee benefit plans”.

4. We will consider each offense in the “administration” of “employee benefit plans” in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to “damages” arising out of an offense in the “administration” of “employee benefit plans” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

We will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend, subject to your Deductible Amount:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V - LIMITS OF INSURANCE.**

5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

SECTION II - Your Deductible

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” in excess of any Deductible Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

1. Limits of Insurance applicable to each “wrongful act”, “employment practices offense”, or an offense in the “administration” of your “employee benefit plans” will not be reduced by the Deductible Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to all “damages” and “loss adjustment expenses” for each “wrongful act”, for each “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “wrongful act”, “employment practices offense”, or offense in the “administration” of your “employee benefit plans”.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “wrongful act”, “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” or “claim”apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any “claim” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SECTION III - EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any "claim" arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. "fungi" or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

"Bodily injury", "property damage", or "personal and advertising injury" except "personal and advertising injury" when resulting from a covered "employment practices offense", under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);
- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations; including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Known Prior Acts

Any "claim" arising directly or indirectly out of, or in any way related to any "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" which takes place prior to the inception date of this Coverage Part or any continuous Coverage Part issued by us or any affiliated insurance company, if any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" knew or reasonably should have foreseen that such "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" would give rise to a "claim".

A "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" will be considered known to have taken place at the earliest time when any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" or "claim".

- (a) Reports all, or any part, of the "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" to us or any other insurer;
- (b) Receives a written or verbal demand or "claim" for damages; or
- (c) Becomes aware by any other means that a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" has taken place or has begun to take place.

16. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity". This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

17. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

18. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

19. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

20. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

21. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

22. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

23. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

24. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations.

5. The most we will pay for all "damages", "claims", "suits" or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations.
6. The most we will pay for all "damages", "claims", "suits" or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- (4) The manner in which each insured first became aware of the circumstances involved.

Notice of a "wrongful act", "employment practices offense" or an offense in the "administration" of "employee benefit plans" is not notice of a "claim".

- b. If a "claim" is made against any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".

2. This insurance is excess over any other insurance that is available during any applicable Supplemental Reporting Period, whether on a primary, excess, contingent, or any other basis.
3. When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
4. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
5. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

- 1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";

- c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
 3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
 4. "Computer system" means all associated hardware, software, and electronic data.
 5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
 6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
 7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
 9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
 10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
 11. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;

- c. in the handling of patients by an “employee” or “volunteer worker” who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
- d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.

12. "Law enforcement activity(ies)" means:

- a. any official activity conducted in the course of your law enforcement operations;
- b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
- c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
- d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loss adjustment expenses" means our expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, and investigators used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff and their office expenses or independent adjusters

15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.

16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. "Publication" of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your advertisement; or
- g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.
24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
- a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

SECTION VIII - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:
 - a. A "Wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" that take place before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled and the entire premium shall be deemed fully earned and non-refundable upon payment.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report "claims" made and consistent and in accordance with paragraph 2.a. of **PART VI - CONDITIONS**, any "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" which may later result in a "claim".

The Basic Extended Reporting Period does not apply to “claims” that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such “claims”.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and you have fulfilled all other duties, and complied with all other conditions and requirements, under this Coverage Part.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of “damages”; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for “claims” first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for “claims” first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

Each Wrongful Act
Each Employment Practices Offense
Each Employee Benefit Administration
Wrongful Act Aggregate Limit
Employment Practices Offense Aggregate Limit
Employee Benefit Administration Aggregate Limit

The LIMITS OF INSURANCE (Section V) provisions of this coverage part will be amended accordingly.

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM

CLAIMS-MADE and SELF-INSURED RETENTION

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION IV. CONDITIONS** contained in this coverage part.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from a “wrongful act” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from a “wrongful act” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. We have no duty to defend the insured against any “suit” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V. LIMITS OF INSURANCE;** and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to “damages” resulting from a “wrongful act” only if the “wrongful act” was committed:
 - a. By an insured in the course and scope of their duties for you;
 - b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and

- c. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from a “wrongful act” or a series of “related wrongful acts” will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be a “wrongful act”; and
- any insured may in the future receive written notice of a “wrongful act” or “claim”;

is not notice of a “wrongful act”.

4. We will consider each “wrongful act” in a series of “related wrongful acts” to have been committed on the date of the first “wrongful act”, including any continuation, change or resumption of such “wrongful act”.

This insurance applies to “damages” arising out of a “wrongful act” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought: in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from an “employment practices offense” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from an “employment practices offense” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. For the purposes of this Coverage B, “suit” shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. We have no duty to defend the insured against any “suit” seeking “damages” for an “employment practices offense” to which this insurance does not apply. We may, at our discretion, investigate any “employment practices offense” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V LIMITS OF INSURANCE**; and
- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to “damages” resulting from an “employment practices offense” only if the “employment practices offense” was committed:
- a. By an insured in the course and scope of their duties for you;

- b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period;
and
- c. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from an “employment practices offense” or a series of “related employment practices offenses” will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be an “employment practices offense”; and
- any insured may in the future receive written notice of an “employment practices offense” or “claim”;

is not notice of an “employment practices offense”.

- 4. We will consider each “employment practices offense” in a series of “related employment practices offenses” to have been committed on the date of the first “employment practices offense”, including any continuation, change or resumption of such “employment practices offense”.

This insurance applies to “damages” arising out of an “employment practices offense” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

- 1. We will pay those sums in excess of the Self-Insured Retention Amount in the Declarations that the insured becomes legally obligated to pay as “damages” resulting from an offense in the “administration” of your “employee benefit plans” to which this insurance applies. This insurance DOES NOT apply to any “claim” resulting from an offense in the “administration” of “employee benefit plans” which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
- 2. We will have the right, but not the duty to defend the insured against any “suit” seeking those “damages”. We have no duty to defend the insured against any “suit” seeking “damages” for an offense in the “administration” of “employee benefit plans” to which this insurance does not apply. We may, at our discretion, investigate any offense in the “administration” of “employee benefit plans” and settle any “claim” that may result.

However:

- a. The amount we will pay for “damages” is limited as described in **SECTION V - LIMITS OF INSURANCE**
and

- b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to “damages” resulting from an offense in the “administration” of “employee benefit plans” only if the offense in the “administration” of “employee benefit plans” was committed:
 - a. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - b. A “claim” for “damages” is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under SECTION VIII – EXTENDED REPORTING PERIODS

A “claim” will be deemed to have been made when written notice of such “claim” is received by any insured or by us, whichever comes first. All “claims” resulting from an offense in the “administration” of your “employee benefit plans” or a series of related offenses will be deemed to have been made when the first of those “claims” is made against any insured.

Notice to us that:

- all or part of any insured’s acts or omissions may in the future be discovered to be an offense; and
- any insured may in the future receive written notice of an offense or “claim”;

is not notice of an offense in the “administration” of your “employee benefit plans”.

4. We will consider each offense in the “administration” of “employee benefit plans” in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to “damages” arising out of an offense in the “administration” of “employee benefit plans” committed anywhere in the world, but only if the insured’s liability for “damages” is determined in a “claim” on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

You shall pay with respect to any “claim” within or equal to the Self-Insured Retention Amount and we will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend:

1. All “loss adjustment expenses”.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

4. All court costs taxed against the insured in the “claim”, but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION V - LIMITS OF INSURANCE**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for “damages” that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

If we undertake the investigation, defense and/or settlement of any “claim” or “suit” as your claim administrator, the Self-Insured Retention Amount applies to those payments.

SECTION II – Your Retention

Our obligation to pay “damages” on your behalf applies only to the amount of “damages” and “loss adjustment expenses” in excess of any Self-Insured Retention Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

You have the obligation to provide adequate investigation and defense of any “claim” or “suit” within, equal, or in excess of the Self-Insured Retention Amount. We have the right, but no obligation, in all cases, to assume charge of the investigation, defense and/or settlement of any “claim” or “suit”. If we choose to do so on any basis other than as your claim administrator, we’ll pay all expenses we incur for such investigation or defense. Such investigation or defense expenses we incur are not subject to either the Self-Insured Retention Amount or the Limit of Insurance.

You will accept any offer of settlement within the Self-Insured Retention Amount deemed reasonable by us. We will not pay any “damages”, “loss adjustment expenses” or Supplementary Payments above what we would have paid had the loss been settled for any reasonable offer within the Self-Insured Retention Amount.

1. Limits of Insurance applicable to each “wrongful act”, “employment practices offense”, or an offense in the “administration” of your “employee benefit plans” will not be reduced by the Self-Insured Retention Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Self-Insured Retention Amount. The Self-Insured Retention Aggregate limit, if shown in the Declarations is the most you will be responsible for the combined total of all Self-Insured Retention Amounts under this Coverage Part.

2. The Self-Insured Retention Amount applies to all “damages” and “loss adjustment expenses” for each “wrongful act”, for each “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” regardless of the number of insureds, persons, or organizations making “claims” or “claims” made because of such “wrongful act”, “employment practices offense”, or offense in the “administration” of your “employee benefit plans”.
3. We'll consider any voluntary payment of, or assumption of any obligation to pay “damages” or “loss adjustment expenses” in excess of a Self-Insured Retention to be your responsibility if they are paid or assumed without our consent.
4. The terms of this insurance, including those with respect to:
 - a. Our right to defend any “suits” seeking those “damages”; and
 - b. Your duties in the event of a “wrongful act”, “employment practices offense”, or for each offense in the “administration” of your “employee benefit plans” or “claim”apply irrespective of the application of the Self-Insured Retention Amount.
5. We may pay any part or all of the Self-Insured Retention Amount to effect settlement of any “claim” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Self-Insured Retention Amount paid by us.
6. In the event this policy is extended, your Self-Insured Retention Aggregate limit will be increased by the proportionate share the policy extension bears to the original policy term.
7. If two or more Self-Insured Retention Amounts apply to the same loss, we will apply only the largest of those retentions. This section applies only if those retentions are applicable to a policy issued by us to you.

SECTION III - EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any “claim” arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. “fungi” or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

“Bodily injury”, “property damage”, or “personal and advertising injury” except “personal and advertising injury” when resulting from a covered “employment practices offense”, under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);

- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations;
including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Known Prior Acts

Any "claim" arising directly or indirectly out of, or in any way related to any "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" which takes place prior to the inception date of this Coverage Part or any continuous Coverage Part issued by us or any affiliated insurance company, if any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" knew or reasonably should have foreseen that such "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" would give rise to a "claim".

A "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" will be considered known to have taken place at the earliest time when any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" or "claim":

- (a) Reports all, or any part, of the "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" to us or any other insurer;

- (b) Receives a written or verbal demand or "claim" for damages; or
- (c) Becomes aware by any other means that a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" has taken place or has begun to take place.

16. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity". This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

17. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

18. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

19. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

20. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

21. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

22. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

23. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

24. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV - WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V - LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants, "claims" made or applicable Self-Insured Retentions, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.
5. The most we will pay for all "damages", "claims", "suits" or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.
6. The most we will pay for all "damages", "claims", "suits" or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations, in excess of your Self-Insured Retention.

In the event you are unable to satisfy your obligations under a Self-Insured Retention, this Coverage Part and Limit will only apply to "damages" and "loss adjustment expenses" that would have exceeded your Self-Insured Retention.

SECTION VI - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

Under no circumstances shall we be required to drop down or assume any obligations of a financially impaired insured.

2. Claims Administrator

In the event you utilize a claim administrator, we must approve those claims services. Furthermore, you may not change or terminate an approved claim administrator without our prior written approval.

3. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

a. You must see to it that your claim administrator is notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- (4) The manner in which each insured first became aware of the circumstances involved.

Notice of a "wrongful act", "employment practices offense" or an offense in the "administration" of "employee benefit plans" is not notice of a "claim".

b. If a "claim" is made against any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify your claim administrator as soon as practicable.

You must see to it that your claim administrator receives written notice of the "claim" as soon as practicable.

c. You must report to us as soon as practicable each "claim" or loss for which your estimated amount of loss, including "loss adjustment expenses", is 50% or more of the applicable Self-Insured Retention Amount. You must also report all cases of serious injury including but not limited to the following:

- (1) Paraplegia;
- (2) Quadriplegia;
- (3) Severe Burns;

- (4) Fatalities;
- (5) Amputation or loss of use of a Major Extremity;
- (6) Sensory Loss (sight, hearing, smell, etc.);
- (7) Significant Psycho-Neurotic Involvement;
- (8) Discrimination or violation of civil rights;
- (9) Sexual Abuse;
- (10) Sexual Harassment;
- (11) Class actions or any "claim" seeking class certification
- (12) Punitive or extra-contractual damages, even if not covered.

- d. You must cooperate with us and upon our request, assist in making settlement in the conduct of "claims" and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you.
- e. You must provide us with quarterly reports, within 20 days of the end of each quarterly period, of all "claims" or incidents occurring within the Self-Insured Retention Amount including a description of each "claim", assigned claim number and amounts paid and/or reserved.
- f. You must provide access, at our discretion, to conduct claim audits during normal business hours after we provide you with reasonable notice, as frequently as we determine necessary.
- g. You must at all times provide such information and assistance as we may require in the defense of a "claim" exceeding the Self-Insured Retention Amount.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".
2. This insurance is excess over any other insurance that is available during any applicable Supplemental Reporting Period, whether on a primary, excess, contingent, or any other basis.
3. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
4. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

8. Self-Insured Retention

You agree not to insure or otherwise reinsure your Self-Insured Retention Amount(s) without our knowledge and written permission. If insurance with any other insurer is available to cover a "claim" that is within the Self-Insured Retention Amount(s), such other insurance is excess over the Self-Insured Retention Amount(s). We will not make any payments until the other insurance and the applicable Self-Insured Retention Amount has been exhausted.

9. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, your Self-Insured Retention Amount and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

10. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

- a. Any insured or insurer who paid amounts in excess of the Limits of Insurance of this Coverage Part;
- b. Our expenses and payments made under this Coverage Part;
- c. Your and or any other insurer who paid amount below our Limits of Insurance of this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
4. "Computer system" means all associated hardware, software, and electronic data.
5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
11. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
12. "Law enforcement activity(ies)" means:
 - a. any official activity conducted in the course of your law enforcement operations;
 - b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loss adjustment expenses" means those expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, investigators or independent adjusters used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff or their office expenses, the fees, costs or expenses of your claim administrator, or the salary or wages of any insured or your employees.
15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.
16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. "Publication" of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.
17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.
24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
 - a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
 - a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

SECTION VIII - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to a “wrongful act”, “employment practices offense” or offense in the “administration” of “employee benefit plans” on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to “claims” for:
 - a. A “Wrongful act”, “employment practices offense” or offense in the “administration” of “employee benefit plans” that take place before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled and the entire premium shall be deemed fully earned and non-refundable upon payment.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report “claims” made and consistent and in accordance with paragraph 2.a. of **PART VI - CONDITIONS**, any “wrongful act”, “employment practices offense” or offense in the “administration” of “employee benefit plans” which may later result in a “claim”.

The Basic Extended Reporting Period does not apply to “claims” that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such “claims”.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and you have fulfilled all other duties, and complied with all other conditions and requirements, under this Coverage Part.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;

- c. Limits of Insurance available under this Coverage Part for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

- Each Wrongful Act
- Each Employment Practices Offense
- Each Employee Benefit Administration
- Wrongful Act Aggregate Limit
- Employment Practices Offense Aggregate Limit
- Employee Benefit Administration Aggregate Limit

The LIMITS OF INSURANCE (Section V) provisions of this coverage part will be amended accordingly.

SUPPLEMENTAL EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

1. A Supplemental Extended Reporting Period is provided for the period as shown in the schedule of this endorsement and as described in **SECTION VIII. EXTENDED REPORTING PERIOD**. This insurance applies to a "claim" for damages first made within the time period beyond the expiration of the Basic Extended Reporting Period in the coverage part, provided that the "claim" is for damages arising from a "law enforcement wrongful act" that took place before the end of the policy period but not before any applicable Retroactive Date.
2. The Supplemental Aggregate Limit stated in the schedule below applies as set forth in paragraph 3. below to "claims" first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect at the end of the policy period.
3. With respect to any "claims" first received and recorded during the Supplemental Extended Reporting Period, **SECTION V - LIMITS OF INSURANCE** is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the schedule below and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suits"; or
 - d. Annual periods included in the Supplemental Extended Reporting Period.
 2. The Supplemental Aggregate Limit is the most we will pay for the sum of all damages.
 3. Subject to 2. above, the Each "Law Enforcement Wrongful Act" Limit is the most we will pay for the sum of all damages.
 4. Our obligations under this policy end when the applicable Limit of Insurance available is exhausted. If we pay amounts for monetary damages in excess of the Limit of Insurance, you agree to reimburse us for such amounts.
4. Any insurance provided under this endorsement is subject to all of the terms and conditions of the policy, including the **Other Insurance** condition.
 5. This endorsement will not take effect unless the additional premium for it, as set forth in **SECTION VIII.** and the schedule below, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

SCHEDULE

Each "Law Enforcement Wrongful Act" Limit:	\$
Supplemental Aggregate Limit:	\$
Period:	
Premium:	\$